

# **CITY OF IMPERIAL**

## **Prepping and Application of Protective Coating to City Administration Buildings**

**Bid No. 2015-03**

FEBRUARY 2015



CITY OF IMPERIAL, 420 SOUTH IMPERIAL AVENUE, IMPERIAL, CALIFORNIA 92251  
TEL. (760) 355-1152 FAX (760) 355-4718 [www.imperial.ca.gov](http://www.imperial.ca.gov)

**BID INVITATION PACKAGE**

THE CITY OF IMPERIAL  
STATE OF CALIFORNIA

**Prepping and Application of Protective Coating of City Administration Buildings**  
**BID NO. 2015-03**

Bid Package Contents:

1. Notice and Invitation to Bidders;
2. Instructions to Bidders;
3. Bid Form;
4. Bid Bond;
5. List of Proposed Subcontractors;
6. Noncollusion Affidavit;
7. General Conditions;
8. Certificate Regarding Workers' Compensation;
9. Project Contract Execution Document;
10. Special Requirements;
11. Detailed Specifications for Protective Coatings
12. Site Map

## NOTICE AND INVITATION TO BIDDERS

THE CITY OF IMPERIAL  
STATE OF CALIFORNIA

Prepping and Application of Protective Coating to City Administration Buildings  
BID NO. 2015-03

NOTICE IS HEREBY GIVEN that sealed bids for the above project shall be received in the offices of the City Clerk at the City of Imperial at 420 So. Imperial Ave., Imperial, CA 92251, until **2:00 p.m.** Pacific Standard Time on March 3, 2015. Bids will be publicly opened on March 3, 2015 at 2:05 p.m. Pacific Standard time or as soon thereafter as possible, at the City of Imperial located at 420 So. Imperial Ave., Imperial, CA 92251.

The Contract for the work advertised shall be awarded to lowest responsible bidder. City reserves the right to reject all bids.

### PROJECT DESCRIPTION:

Contractor shall furnish all labor, material, equipment and services to perform and complete all work required for the **Prepping and Application of Protective Coating to City Administration Buildings** as per the Project Specifications. The project will generally include the preparation (sandblasting, power washing, etc.) and application of protective coating (paint) to City Administration Building, Annex Building, Fire Barn and Gym Building located at 400 So. Imperial Ave., 420 So. Imperial Ave and 101 East 4<sup>th</sup> St. Bid packages are available at City Hall, 420 South Imperial Avenue, Imperial, CA 92251, upon payment of a twenty-five dollar non-refundable fee (\$35.00 if mailed).

### CONTRACTOR'S LICENSE:

Contractor must have a California State Contractor's Class "C-33" license or greater. A City of Imperial business license is required prior to start of the project.

A bid submitted by any contractor not properly licensed shall be considered non-responsive and will be rejected.

### PREVAILING WAGE RATES:

Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which this contract is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Chapter 1 (commencing with Section 1720) Part 7, Division 2 of the Labor Code, shall be paid to all workers employed on this public work. Statutory provisions for penalties for failure to pay prevailing wages will be enforced. A copy of the applicable rate of per diem wages is on file in the office of the City Clerk, 420 South Imperial Avenue, Imperial, California.

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**PAYMENT BOND:**

If the successful bid is in excess of \$25,000, the successful bidder shall be required to post a payment bond in the amount of the bid in accordance with California Civil Code Section 3247.

**RETENTION:**

The City shall retain five (5%) percent of the Contract price. The retention shall be released (with the exception of one hundred fifty percent of any disputed amount) within sixty days after the date of completion of the work. The Contractor may substitute securities in place of the retained funds withheld by the City. Alternatively, an escrow agreement, in the form prescribed under Ca. Pub. Cont. Code § 22300, may be used by Contractor.

**MISCELLANEOUS:**

All inquiries regarding this project should be directed to:

City of Imperial  
Jackie Loper – Public Services Director  
420 South Imperial Avenue  
Imperial, California 92251  
760-427-4238

**THE CITY OF IMPERIAL**

By: Debra Jackson, City Clerk

## INSTRUCTIONS TO BIDDERS

THE CITY OF IMPERIAL  
STATE OF CALIFORNIA

### Prepping and Application of Protective Coating to City Administration Buildings **BID NO. 2015-03**

#### 1 Explanations to Bidders

- (a) Any explanation desired by a bidder regarding the meaning or interpretation of the Invitation for Bids, including drawings, specifications, prior approvals, etc., must be requested in writing no later than 5 calendar days before the bid deadline. Any interpretation made will be in the form of an addendum to the Invitation for Bids and will be furnished to all prospective bidders. Receipt of Addenda by the bidder must be acknowledged in the space provided on the Bid Form or by letter or transmittal received before the time set for opening of sealed bids. Verbal explanations or instructions given before the award of the contract will not be binding.
- (b) All questions regarding the Invitation for Bids shall be in writing and directed to:

City of Imperial  
Jackie Loper – Public Services Director  
420 South Imperial Avenue  
Imperial, California 92251  
760-427-4238

#### 2 Conditions Affecting the Work

- (a) Before submitting a bid, each bidder must (1) examine the bid and contract documents thoroughly, (2) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the work (**Optional**), (3) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the work; and (4) study and carefully correlate bidder's observations with the bid and contract documents. Failure to do so will not relieve bidders from responsibility for estimating properly the difficulty or cost of successfully performing the work. The City will assume no responsibility for any understanding or representations concerning conditions made by any of its

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officers or agents prior to the execution of the contract, unless included in the bid or contract documents.

- (b) The submission of a bid will constitute an incontrovertible representation by the Bidder that it has complied with every requirement of the request for bids and that the bid and contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the work.

3 Bidder's Qualifications

- (a) Contractor must have a California State Contractor's Class "C-33" or greater license for the prepping and application of protective coating to of City Administration Buildings. Any bid submitted by a contractor not properly license shall be considered non-responsive and will be rejected. A City of Imperial business license is required prior to start of project.

4 Bid Guaranty

- (a) The bid guaranty shall be in the form of a bid bond, certified check, or cashier's check, payable to the order of the City of Imperial, in an amount not less than 10% of the Bid. If the bid guaranty is in the form of a bond it must be of the type included in this bid package. Any bid bond shall be executed by a corporate surety acceptable to the City and authorized to issue such surety bond in the State of California. Bid guaranties, other than bid bonds, will be returned (1) to unsuccessful Bidders as soon as practicable after the opening of bids, and (2) to the successful Bidder upon execution and delivery of all contract documents. However, the City reserves the right to retain the bid guaranty of the second lowest qualified Bidder until the lowest qualified Bidder executes and delivers all required contract documents to the City or until 60 calendar days after bid opening, whichever occurs first.
- (b) Failure to furnish a bid guaranty in the proper form and amount, by the time set for the receipt of bids, shall be cause for rejection of the bid.
- (c) If the successful Bidder, upon acceptance of its bids by the City fails to execute and deliver all contract documents within 10 calendar days after receipt of City's Notice of Award, the successful Bidder's bid guaranty shall be retained by the City as liquidated damages. Such failure on the Bidder's part to execute and deliver those documents will cause substantial damage to the City, including delay in its construction program, which damage is not easily reduced to monetary terms and, therefore, the full amount of the bid guaranty is properly considered to be liquidated damages.

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5 Preparation of Bids

- (a) Bids shall be submitted on the forms furnished, or copies thereof, and must be manually signed. All blank spaces shall be filled in. If erasures or other changes appear on the forms, each erasure or change must be initialed by the person signing the bid. Telephonic or fax bids will not be considered.
- (b) Substitutions for specified materials will not be considered without prior approval.
- (c) Modifications of bids already submitted will be considered if received at the office designated in the invitation for bids by the time set for receipt of bids. Telephonic or fax modifications will not be considered.
- (d) Discrepancies between words and figures shall be resolved in favor of words.
- (e) Discrepancies between the indicated sum of any column of figures and the correct sum thereof shall be resolved in favor of the correct sum.

6 Submission Bids

- (a) Bids must be sealed, marked, and addressed as indicated below. Failure to do so may result in a premature opening of, or a failure to open, such bid, thereby eliminating that Bidder from consideration. If the bid is mailed, the sealed envelope containing the bid should be enclosed in another envelope addressed as indicated below.
- (b) All bids shall be received no later than **2:00 p.m.** Pacific Standard Time, on **March 3, 2015**, hand-delivered or mailed, addressed to:

**Debra Jackson, City Clerk  
City of Imperial  
420 South Imperial Avenue  
Imperial, California 92251**

- (c) The envelope containing the original copy of the bid must be sealed, marked, and addressed as follows:
  - (1) Name and address of Bidder
  - (2) Marked in the lower left-hand corner of the envelope:

**CITY OF IMPERIAL, PREPPING AND APPLICATION OF  
PROTECTIVE COATING TO CITY ADMINISTRATION BUILDINGS  
BID NO. 2015-03**

(d) The original bid shall consist of those documents listed below. The original documents shall be returned with the bid.

- (1) Bid Form;
- (2) List of Proposed Subcontractors;
- (3) Bid Bond;
- (4) Noncollusion Affidavit; and
- (5) Contractor's Certificate Regarding Workers' Compensation

7 Late Bid, Modification or Withdrawal of Bid by Bidder

- (a) Any bid received by the City after the exact time specified for receipt will be returned unopened.
- (b) Any modification or withdrawal of bids must be made in writing and is subject to the same condition as in (a) above. A bid may be withdrawn by written or transmittal request received from a Bidder prior to the time set for opening bids. A bid may also be withdrawn in person by a Bidder or the Bidder's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the bid, but only if the withdrawal is made prior to the time set for opening bids.

8 City Modifications Prior to Date Set for Opening Bids

The City may revise or amend the bid or contract documents, including the specifications and drawings, prior to the date set for opening bids. Such revisions and addenda, if any, will be announced by addenda to the Invitation for Bids. If the revisions and addenda are of a nature which requires material changes in the bid, the date set for opening bids may be postponed by such number of days as in the opinion of the City will enable Bidders to revise their bids. In such a case, the addendum will include an announcement of the new date and time for opening bids.

9 Public Opening of Bids

Bids will be publicly opened at the time set for opening in the Notice to Bidders. Their content will be made public for the information of Bidders and others interested, who may be present either in person or by representative.

10 Award of Contract

- (a) Award of contract will be made to the lowest responsible Bidder whose bid, conforming to the Invitation for Bids, is most advantageous to the City, price and other factors considered.
- (b) The City Council may, when in its interest, reject any or all bids.

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- (c) The City may accept any item or combination of items of a bid, unless precluded by the Invitation for Bids or the Bidder includes in its bid a restrictive limitation.

11 Bonds and Insurance

- (a) If the successful bid is in excess of \$25,000, the bidder to whom the contract is awarded shall furnish a Payment Bond on forms approved by the City, executed by a corporate surety acceptable to the City and authorized to issue such surety bonds in the State of California. The Payment Bond shall be in an amount equal to 100% of the Contract Price. The entire cost of bond shall be borne by the successful Bidder.
- (b) The successful Bidder shall furnish a Performance Bond on forms approved by the City, executed by a corporate surety acceptable to the City, and authorized and admitted to issue surety bonds in California. The Performance Bond shall be in an amount equal to 100% of the Contract Price. The entire cost of the Performance Bond shall be borne by the successful Bidder.
- (c) The successful Bidder shall deliver to the City certification attesting to the fact that the required policies of insurance have been obtained by the Bidder to the limits described in section 5.1.1 of the *General Conditions* (pg. CG-?)
- (d) The signed contract, required bonds and certificates of insurance shall be delivered to the City within 10 calendar days after receipt by Bidder of City's Notice of Award.

12 Subcontractors

- (a) Each Bidder in its bid shall set forth the following:
  - (1) The name and location of the place of business of each subcontractor whom it intends to use to perform work or labor, or render service to the Bidder in or about construction of any work, in an amount in excess of 0.5% of the Base Bid. (California law forbids the substitution of subcontractors on public works projects, such as this project, except under very narrow and limited circumstances).
  - (2) The portion of the work which will be done by each such proposed subcontractor, if the Bidder is awarded the Contract.
- (b) Each Bidder shall furnish such information in substantially the form set forth in the Invitation for Bids. If no subcontractors are to be used, other than within the 0.5% limit referred to above the Bidder shall state "None" on the form.

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(c) Each proposed subcontractor must complete a Subcontractor's Experience Statement, which shall be attached to the List of Proposed Subcontractors in order for the bid to be considered complete.

13 Noncollusion Affidavit

Each Bidder shall include a noncollusion affidavit with its bid in substantially the form set forth in the Invitation for Bids.

14 Permits and Fees

The Bidder's attention is called to the requirements of the General Conditions regarding the acquisition of and payment for permits, licenses and fees related to the work of this project. All such acquisitions and payments are the sole responsibility of the Contractor. It is the sole responsibility of the Bidder to contact agencies or utilities having jurisdiction over the project to ascertain the extent of permits and fees required and the cost thereof, and to include all such costs in its bid.

15 Prevailing Wage Rates

Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which this contract is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Chapter 1 (commencing with Section 1720) Part 7, Division 2 of the Labor Code, shall be paid to all workers employed on this public work. Should the prevailing wage rate be increased, decreased, or eliminated a corresponding adjustment shall be made to the Contract Price which shall reflect the effect of that charge in or elimination of the prevailing wage rate. A copy of the applicable rate of per diem wages is on file in the office of the City Clerk, 420 South Imperial Avenue, Imperial, California.

The successful Bidder must also comply with statutory requirements relating to certified copies of payroll and maintenance records, and availability for inspection of same. Successful Bidder must comply with statutory requirements relating to employment of apprentices.

16 Construction Schedule

After the Contract Documents are executed, the City will give the Contractor notice to proceed. After this notice is given, the Contractor shall substantially complete the project within 45 Calendar days. The Contractor will be liable for damages for any inexcusable delay beyond this period. Liquidated damages for such delay shall be \$150 per working day for each day past the substantial completion date.

17 Debarment of Contractors and Subcontractors

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the City. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

**BID FORM**

THE CITY OF IMPERIAL  
STATE OF CALIFORNIA

**Prepping and Application of Protective Coating to City Administration  
Buildings**  
**BID NO. 2015-03**

To: City of Imperial  
Public Works Department  
420 South Imperial Avenue  
Imperial, California 92251

In response to the Invitation for Bids, the undersigned Bidder hereby proposes to furnish all labor, material, equipment and services and perform and complete all work required for the **Prepping and Application of Protective Coating to City Administration Buildings** Project as described in the Plans and Specifications.

Performance shall include all work necessary to complete the Project in strict accordance with the Contract and for the price(s) to be specified by the Bidder below, including all applicable taxes.

Bidder certifies that it has examined and is fully familiar with all of the provisions of the Invitation for Bids and any Addenda thereto; that it is submitting this Bid in strict accordance with the Instructions to Bidders; and that it has carefully reviewed the accuracy of all statements attached to this Bid.

Bidder certifies that it has visited and examined the work site (Optional), and is satisfied with the nature and location of all work, the general and local conditions to be encountered in the performance of the work, the requirements of the Contract and all other matters which can in any way affect the work or the cost thereof. Bidder further certifies that Bidder has performed such tests deemed necessary for the preparation of this bid.

Bidder agrees that this Bid constitutes a firm offer to the city which cannot be withdrawn by Bidder for 60 calendar days from the date of actual opening of bids. If awarded the Contract, Bidder agrees to execute and deliver to the City within 10 calendar days after receipt of City's Notice of Award, the applicable Construction Contract form and the required Payment Bond, Certificates of Insurance, and any other required Contract Documents.

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**BIDDING SCHEDULE**

Prepping & painting  
CITY OF IMPERIAL

| <u>ITEM NO.</u>        | <u>DESCRIPTION</u> | <u>PRICE</u>    |
|------------------------|--------------------|-----------------|
| 1                      | Building 1         | \$ _____        |
| 2                      | Building 2         | \$ _____        |
| 3.                     | Building 3         | \$ _____        |
| 4.                     | Building 4         | \$ _____        |
| 5.                     | Area 1             | \$ _____        |
| 6.                     | Area 2             | \$ _____        |
| <b>TOTAL BID PRICE</b> |                    | <b>\$ _____</b> |

\_\_\_\_\_

\_\_\_\_\_

(DOLLAR AMOUNT IN WRITTEN FORM)

DOLLARS

The undersigned agrees that these Proposals/Bid Forms constitute a firm offer to the Owner which cannot be withdrawn for the number of Calendar Days indicated in the Notice Inviting Bids from and after the bid opening date, or until a Contract for the Work is fully executed by the Owner and a third party, whichever is earlier. The undersigned also agrees that if there is a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

Acknowledgement of reading above statement:

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

CERTIFIED DATA SHEET

(Supplemental Instructions: The Bidder shall indicate, opposite each item of equipment or material listed below, the name of the manufacturer or supplier of the equipment or material proposed to be furnished under the bid. Awarding of a contract under this bid will not imply approval by the City of Imperial of the manufacturers and/or suppliers listed by the bidder. No substitution will be permitted after award of contract unless equipment or material of the listed manufacturer or supplier cannot meet the specifications.)

| <u>Item</u> | <u>Manufacturer and Supplier</u> |
|-------------|----------------------------------|
| 1. Paint    | _____                            |
| 2. Other    | _____                            |

**ATTACHMENTS**

Attached are the following forms which have been completed by Bidder and made a part of this bid:

1. List of Proposed Subcontractors;
2. Noncollusion Affidavit;
  
3. Contractor’s Certificate Regarding Workers’ Compensation

**ADDENDA**

Bidder also acknowledges receipt of the following Addenda, which Addenda have been considered by Bidder in submitting this Bid (if none, state “None”).

Addenda Nos. \_\_\_\_\_

**CONTRACTOR’S LICENSE**

Bidder certifies that Bidder is currently licensed under the California State Contractor’s License Law as follows:

| Contract License Number | Name of Licensee | Type of License | Issue an Expiration date |
|-------------------------|------------------|-----------------|--------------------------|
|                         |                  |                 |                          |
|                         |                  |                 |                          |
|                         |                  |                 |                          |

**COMPLETION TIME**

The Project, including its respective components, must be substantially completed within 45 **Calendar** days after the notice to proceed. Substantial completion is defined in the Special Requirements. Bidder certifies that it can complete the Project within this time period.

Submitted by,

BIDDER'S NAME:

\_\_\_\_\_

By:\_\_\_\_\_

Title:\_\_\_\_\_

BIDDER'S BUSINESS ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

BIDDER'S TELEPHONE AND FAX NUMBERS:

\_\_\_\_\_

\_\_\_\_\_

IF BIDDER IS A CORPORATION:

State and date of incorporation

\_\_\_\_\_

IF A PARTNERSHIP OR JOINT VENTURE:

Full names of all partners or joint venturers (attach additional pages if necessary)

\_\_\_\_\_

\_\_\_\_\_

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**DIRECTIONS FOR SUBMITTING BIDS:**

1. The envelope containing the original of this Bid Form with all attachments must be sealed, marked, and addressed as follows:

- a. Marked in the lower left-hand corner of the envelope:

**The City of Imperial, Prepping and Application of Protective Coating  
to City Administration Buildings – BID NO. 2015-03**

- b. Addressed to:

**Debra Jackson, City Clerk  
City of Imperial  
420 South Imperial Avenue  
Imperial, CA 92251**

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**BID BOND**

THE CITY OF IMPERIAL  
STATE OF CALIFORNIA

**Prepping and Application of Protective Coating to City Administration Buildings**

(Not required if Certified Check of Cashier's Check accompanies Bid)

KNOW ALL PERSONS BY THESE PRESENTS: That we \_\_\_\_\_  
as Principal, and \_\_\_\_\_  
as Surety, are lend and firmly bound unto the City of Imperial, in the sum of \$ \_\_\_\_\_  
[10% OF THE TOTAL AMOUNT OF THE BID] for the payment of which sum we hereby bind  
ourselves, our successors, heirs, executors, and administrators, jointly and severally, firmly as set  
out more fully herein.

The condition of the foregoing obligation is such that, whereas the above principal is  
about to submit to the City of Imperial a bid for the performance of the work for the above  
project in compliance with the plans and specifications therefore and pursuant to a published  
notice inviting bids.

Now, if the bid of the principal is accepted and the work awarded to the principal by the  
City of Imperial, and if the principal shall fail or neglect to enter into a contract, therefore, in  
accordance with the provision of said bid and the accompanying instructions to Bidders and to  
furnish adequate faithful performance and labor and material surety bonds and certificates of  
insurance to the satisfaction of the City of Imperial; then the total sum guaranteed by the bond is  
forfeited to the City of Imperial as liquidated damages.

In the event suit is brought by the City of Imperial and judgment is entered in its favor,  
the surety shall pay all costs incurred by the City in such suit, including reasonable attorneys'  
fees to be fixed by the Court, in addition to the above sum.

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

(Seal)

By \_\_\_\_\_ Name/Title \_\_\_\_\_

(Seal)

NOTE: Signatures of those executing for the surety must be properly acknowledged.

Bond No. \_\_\_\_\_

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**NONCOLLUSION AFFIDAVIT**

THE CITY OF IMPERIAL  
STATE OF CALIFORNIA

**Prepping and Application of Protective Coating to City Administration Buildings**

(To Be Executed by Bidder and Submitted with Bid)

State of California )ss.  
County of \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that he or she is \_\_\_\_\_ of \_\_\_\_\_, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or a sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder of any other, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company associated, organization, bid depository, or to any member or agenda thereof to effectuate a collusive or sham bid.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014 at \_\_\_\_\_

Signature of:  
Bidder, if the Bidder is an Individual,  
Partner, if the Bidder is a Partnership,  
Officer, if the Bidder is a Corporation

Name \_\_\_\_\_

Title \_\_\_\_\_

## GENERAL CONDITIONS

THE CITY OF IMPERIAL  
STATE OF CALIFORNIA

### Prepping and Application of Protective Coating to City Administration Buildings

#### 1.0 PARAGRAPH HEADINGS AND DEFINITIONS

1.1 Paragraph headings in this Contract are for convenience only, and are not to be construed to define, limit, expand, interpret, or amplify the provisions of this Contract. When initially capitalized in this Contract, or amendments hereto, the following words or phrases shall have the meanings specified;

1.2.1 Adjusted Contract Price – the initial Contract Price adjusted for change orders, Force Majeure, termination for convenience or any other reason permitted by this Contract.

1.2.2 Best Efforts – Those efforts which a competent, experienced, and prudent contractor would use to perform and complete the requirements of this Contract in a timely manner, exercising the degree of care, competence, and prudence customarily imposed on a contractor performing similar work in the State of California.

1.2.3 Contract – This agreement, including all referenced documents, between the City of Imperial and Contractor for the performance of the Work, and subsequent written modifications executed by the City and Contractor.

1.2.4 Contractor – The legal entity which executes this Contract with the City to perform the Work.

1.2.5 Contract Manager – The title of the person designated by the City to be its representative with authority to act for and bind the City.

1.2.6 Documentation – Drawings, plans, models, studies, surveys, specifications, reports, design analysis, data, policies, information, work product, proposals, and any other similar documents or material prepared or used in connection with the Work.

1.2.7 Final Completion Date - The date when the Work is completed in accordance with the Contract, including all Punch List Items.

1.2.8 Force Majeure – An act of God, or event beyond the control of a party, including an act or omission of government, act or omission of civil or military authority, strike or lockout, act of a public enemy, war, blockade, insurrection, riot, epidemic, landslide, earthquake, fire, storm, lightning, flood, washout, or civil disturbance which could not have been avoided through the exercise of reasonable care and prudence.

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1.2.9 Price or Contract Price – The total sum to be paid by the City to Contractor for performance of the Work.

1.2.10 Project – Contractor shall furnish all labor, material, equipment and services and perform and complete all work required as per the project specifications.

1.2.11 Project Engineer or Coordinator – The title of the person designated by the City to be its representative with authority to act for the City regarding engineering and construction matters.

1.2.12 Punch List Items – Items of work comprising a part of the Work as set out on a Punch List prepared by the City, with said items to be completed by Contractor consistent with the terms and conditions and scope of the Contract.

1.2.13 Schedule – The time frame for the construction project as established by the City and/or the Contract Documents.

1.2.14 Site – The area where Contractor shall perform the Work.

1.2.15. Work or Scope of Work – All obligations undertaken by Contractor pursuant to the Contract.

## 2.0 SCOPE OF WORK

Contractor shall perform and complete the Work in a safe manner, and shall supply all personnel, tools, equipment, and material to complete the Work. The scope of work is further established in the following documents: Plans and Specifications.

## 3.0 SCHEDULE

Contractor shall perform and substantially complete the Work within 45 Calendar days after the date in the notice to proceed. After execution of this Contract, Contractor shall develop and submit for City's approval, a detailed construction schedule designed to meet City's project schedule. Any abnormal expenses such as premium time of overtime incurred by Contractor to meet the detailed schedule, unless specifically directed or approved by the City in writing, shall be borne by Contractor.

## 4.0 COMPENSATION AND PAYMENT

The City shall compensate Contractor through progress payments according to percentage of completions and/or milestones as determined by the City Contract Administrator or as agreed hereafter by the parties. The City shall not be obligated to make final payment(s) until Contractor has submitted to the City written evidence that the Work has been fully completed in accordance with this Contract, and satisfactory evidence that all of Contractor's indebtedness in connection with the Work has been paid or written releases provided of all potential liens arising out of this Contract. Upon receipt of such evidence, the City will record a Notice of Completion

in Imperial County. City shall retain 5% of the Contract Price. Contractor may substitute

securities or provide an escrow agreement pursuant to California Public Contracts Code section 22300.

## 5.0 INSURANCE AND BONDS

5.1 Insurance – Contractor agrees to provide insurance in accordance with the requirements set forth herein. If Contractor uses existing coverage to comply with these requirements and that coverage does not meet the requirements, Contractor agrees to modify the existing coverage to do so.

The following coverages will be provided by Contractor and maintained on behalf of the City and in accordance with the following requirements:

5.1.1 Commercial General Liability Insurance – Commercial General Liability Insurance shall be provided on an occurrence form or equivalent. Claims made or modified occurrence forms will not be accepted. Total limits for all coverage shall be no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. The aggregate amount shall apply per location. The City and its employees and agents shall be added as additional insured using the Industry Standard form. Coverage shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance, primary or excess, available to the City or any employee or agent of the City. Coverage shall not be limited to the vicarious liability or supervisory role of any additional insured. There shall be no endorsement or modification limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

5.1.2 Workers' Compensation/Employers' Liability – Workers' Compensation/Employers' Liability coverage shall be written on a policy form providing workers' compensation statutory benefits as required by law. Employer's liability limits shall be no less than \$1,000,000 per accident or disease. This policy shall waive any right of subrogation with respect to the City, its employees or agents.

5.1 Additional Insurance Provision – Contractor and the City further agree as follows:

5.2.1 This Section supersedes all other sections and provisions of this Contract to the extent that any other section or provisions conflicts with or impairs the provisions of this Section.

5.2.2 Nothing contained in this Section is to be construed as affecting or altering the legal status of the parties to this Contract.

5.2.3 The insurance requirements set forth in this Section are intended to be separate and distinct from any other provision in this Contract and shall be interpreted as such.

5.2.4 All insurance coverage and limits provided pursuant to this Contract shall apply to the full extent of the policies involved, available or applicable. Nothing contained in this Contract

5.2.5 Requirements of Specific minimum coverage features or limits contained in this Section are not intended as a constraint on coverage, or other requirements, or a waiver of any coverage. Specific reference to a given coverage feature is for purposes of clarification only and is not intended by any party to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

5.2.6 For purposes of insurance coverage only, this Contract will be deemed to have been executed immediately upon any party hereto taking any steps in furtherance of performance of this Contract.

5.2.7 Unless otherwise approved by the City, Contractor's insurance shall be written by insurers authorized to do business in the State of California and with a minimum "Best's" Insurance Guide rating of "A-VII." Self-insurance will not comply with these insurance specifications.

5.2.8 In the event any policy of insurance required under this Contract does not comply with these requirements or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor.

5.2.9 Contractor agrees to provide evidence of the insurance required herein, satisfactory to the City, consisting of certificate(s) of insurance evidencing all of the coverages required and additional insured endorsement to Contractor's liability policies. Certificate(s) are to reflect that the insurer will provide 30 days' notice of any cancellation of coverage. Contractor agrees to require its insurer to modify such certificates to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions. Contractor agrees to provide complete certified copies of policies to the City upon request.

5.2.10 Contractor shall provide the City with proof that policies of insurance required herein expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished prior to the expiration of the coverages.

5.2.11 Any failure on the part of the City or any other additional insured under these requirements to obtain proof of insurance required under this Contract in no way waives any right or remedy of the City or any additional insured, in this or any other regard.

5.2.12 Contractor shall require all subcontractors or other parties hired for this project to provide general liability insurance with coverage identical to that required for

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Contractor naming the City, its employees and agents as additional insured where applicable. Contractor shall obtain certificates evidencing such coverage and make reasonable efforts to ensure that such coverage is provided as required herein.

Contractor shall require that no contract used by any subcontractor, or other contracts Contractor enters into on behalf of the City, will reserve the right to charge back to the City the cost of insurance required by this Contract. Contractor agrees that upon request, all agreements with subcontractors or others with whom Contractor contracts with on behalf of the City will be submitted to City for review. Failure of the City to request copies of such agreements will not impose any liability on the City, or its employees.

5.2.13 If Contractor is a limited liability company, general liability coverage must be amended so that the limited liability company and its managers, affiliates, employees, agents, and other persons necessary or incidental to its operation are insured.

5.2.14 Contractor agrees to provide immediate notice to the City of any claim or loss against Contractor that includes the City as a defendant. The City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any claim likely to involve the City.

5.2.15 In the event of any loss that is not insured due to the failure of Contractor to comply with these requirements, Contractor agrees to be personally responsible for any and all losses, claims suits, damages, defense obligations and liability of any kind attributed to the City or its employees as a result of such failure.

5.2.16 Coverage will not be limited to the specific location designated as the address of the project.

5.3 Bonds – Contractor shall furnish the following surety bond with surety acceptable to City.

5.3.1 If the successful bid is in excess of \$25,000, the successful bidder shall be required to post a payment bond in the amount of the bid in accordance with California Civil Code Section 3247. This bond shall give labor and material suppliers direct right of action against the surety. Contractor shall furnish the Payment bond on a form acceptable by the City.

5.3.2 Successful Bidder shall post a Performance Bond in the amount of 100% of the Contract Price by a corporate surety authorized and admitted to issue such surety bond in the State of California.

5.4 Sureties

5.4.1 Should any surety upon any bond furnished in connection with this Contract become unacceptable to the City, or should any such surety fail to furnish reports as to

its financial condition as may be requested by the City at any time while the bond is in force, Contractor shall promptly furnish such additional surety or alternate bond at Contractor's expense as may be required by the City to protect the interest of the City or of persons supplying labor or material in the performance of this Contract.

5.4.2 Contractor shall keep the sureties informed as to all material matters or changes affecting the project and this Contract.

## 6.0 INDENMIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the City, its employees, agents and officials, from any: liability, claims, suits or actions; alternative dispute resolution, losses, expenses, fees, or costs of any kind, whether actual, alleged or threatened; administrative, and regulatory proceedings; and any other costs or expenses of any kind whatsoever without restriction or limitation; so long as such things are in relation to, as a consequence of, arising out of, or in any way attributable actually, allegedly or implied, in whole or in part, to the performance of this Contract. All obligations under this provision are to be paid by Contractor as they are incurred by the City.

Without affecting the rights of the City under any provision of this Contract or this section, Contractor shall not be required to indemnify and hold harmless the City as set forth above for liability attributable to the sole fault of the City, provided such sole fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

## 7.0 GENERAL REQUIREMENTS

7.1 Physical Site Conditions – Contractor shall satisfy itself concerning the nature and location of the Work, the general and local conditions, and other restrictions affecting the Work. The failure of Contractor to acquaint itself with any applicable conditions and restrictions shall not relieve it from the responsibility for properly estimating either the difficulties or the costs of successfully performing the Work and completing this Contract, and shall not be grounds for adjusting either the price or the schedule.

7.2 Independent Contractor – Contractor represents that it is fully experienced and properly qualified to perform the Work, is properly licensed in the state where the Work is performed, and is equipped, organized, and financed to perform such Work. The Contractor or a subcontractor of the Contractor shall act as an independent contractor and not as an agent of the City in performing the Work and duties of this Contract.

### 7.3 Performance Requirements

7.3.1 Best Efforts – Contractor shall use Best Efforts in the performance of this Contract. Contractor shall, to the best of its abilities, cooperate with the City to enable the successful completion of the Work according to the terms of this Contract including, but not

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limited to, commitment of additional resources, material and personnel, if requested by the City, to assure that the Work is properly performed on time and completed in accordance with the provisions of this Contract.

7.3.2 Quality of Equipment Supplied by Contractor – Contractor shall provide and use only such construction equipment and facilities as are capable of producing the quality and quantity of Work required by this Contract within the time specified herein. Upon written notice from the City or its designated representative, Contractor shall promptly remove from the Site all unsatisfactory construction equipment and facilities furnished or provided by Contractor.

7.4 Precedence of Operating Facilities – Continuity of service of the operating facilities is of the essence. In the event of a conflict of interest between any and all Work and any operating facilities, the operating facilities shall have precedence.

7.5 Responsibility for Work and Material – Contractor shall be responsible for and shall bear all risk of loss of or damage to Work in progress, all Work-related material and equipment delivered to the Site or in transit under Contractor control, until completion and final acceptance of the Work

## 8.0 CHANGES

8.1 General – Notwithstanding any other provisions of this Contract to the contrary, the City reserves the right for any reason, without invalidating this Contract or without notice to sureties, to make any changes in the Work including the performance of additional services. Such change shall be made in writing by a City representative, except for emergency conditions, where such change shall be confirmed in writing.

8.2 Price of Change – All change orders shall be accepted by Contractor pursuant to the terms contained in this Contract and Contractor shall promptly proceed to implement such change. Should any change result in an increase or decrease in Price or a change in Schedule, Contractor shall, within 10 calendar days following receipt of the written change order, submit to the City a written proposal which illustrates the price for Contractor to perform the change and the proposed adjustment to the Schedule. Sufficient detail shall be given in the proposal to permit a thorough analysis and evaluation. No claim shall be made by Contractor based solely on the number or volume of changes made.

8.3 Price Adjustment – The price of such change will be agreed upon by the parties. If the parties cannot agree, and adjustment will be determined by the City on the basis of Contractor's reasonable expenditures and savings, including a reasonable allowance for overhead and profit.

8.4 Delegation – Only a City officer, or the designated City representative concerning the Project, may issue and sign written change orders on behalf of the City.

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8.5 Contractor Objections – In the event of a change requested by the City would, in the opinion of Contractor, affect Contractor’s ability to meet its obligation under the Contract, Contractor will deliver to the City, within 5 calendar days of receipt of the change request, written notice of the fact before accepting such change request. If the City feels such a change is warranted, an appropriate modification to the Contract shall be made before the Contractor is required to proceed.

8.6 Changes by Contractor – The Contractor may propose changes in the specifications for reasons of improved quality, delivery or economy provided such changes do not impair quality or delivery. Such changes must be approved in writing by the City prior to implementation. Approval shall be at the discretion of the City.

## 9.0 WARRANTY

9.1 Performance and Workmanship – Contractor warrants that the workmanship performed by Contractor and its subcontractors will be performed in accordance with Best Efforts. The warranty period shall be for a period equal to 1 year after the Final Completion Date.

## 10. RETENTION AND ACCEPTANCE OF MATERIAL AND WORKMANSHIP

10.1 Retention – The City shall retain 5% of the Contract price. The retention shall be released (with the exception of 150% of any disputed amount) within 35 days after the date of final completion of the work. Contractor may substitute securities in place of the retained funds withheld by the City. Alternatively, an escrow agreement, in the form prescribed under Ca. Pub. Cont. Code Section 22300, may be used by Contractor.

10.2 Inspection of Work – All Work and materials, both before and after installation, shall be subject to City’s inspection, and any deficiencies detected by the City will be addressed by Contractor immediately. The City may take inventory and inspect the Work and witness tests thereon at all reasonable times and places during the progress of the Work. If Contractor covers all or any portion of the Work prior to any inspections or tests as required by the Scope of Work, the cost of any necessary uncovering and replacing shall be borne by Contractor.

### 10.3 Notice of Completion

10.3.1 When Contractor, in its opinions, has completed the performance of the Work, it shall so notify the City in writing that the Work is completed and ready for final acceptance by the City. Within 10 calendar days after receipt of such written notice, the City shall inspect the Work and advise Contractor of its concurrence.

10.3.2 If the City advises Contractor that the Work is not satisfactorily completed, the City shall at the time of such notice, submit to Contractor, a Punch List of all additions and corrections necessary for the completion of this Contract.

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10.3.3 Upon receipt of the Punch List, Contractor shall commence action with respect thereto at no cost to the City. All corrections shall be made within the time period given in the Contract as established in the Project Schedule. Upon completion of such Work, Contractor shall again notify the City in writing that the Work is completed and ready for final acceptance by the City. Within 10 calendar days after receipt of such written notice, the City shall inspect the Work and advise Contractor whether it concurs. The Punch List process will continue until the Work is completed to the satisfaction of the City. Contractor shall be obligated to make good, correct or modify any rejected material or workmanship prior to final acceptance of the work by the City.

10.3.4 If the City concurs that the Work has been completed satisfactorily, the City will record a Notice of Completion with the County of Imperial which will specify the Final Completion Date. Such Notice of Completion shall not be unreasonably withheld.

## 11.0 FORCE MAJEURE

In the event either party by reason of a Force Majeure is rendered unable to perform its duties under this Contract then upon the party giving written notice of the particulars and estimated duration of Force Majeure to the other party within 5 calendar days after knowledge of the occurrence of the Force Majeure, the party may have the time for performance of its duties extended for the period equal to the time performance is delayed by the Force Majeure. The effects of the Force Majeure shall be remedied with all reasonable dispatch, and the party giving notice shall use Best Efforts to eliminate and mitigate all consequences. A Force Majeure for which notice has not been given shall be an unexcused delay.

## 12.0 DELAYS AND EXTENSION OF TIME

Time for performance may be extended by the City because of delays such as Force Majeure, changes, or suspension. Any such extension shall not be grounds for a claim by Contractor for damages or for additional compensation, except as specifically authorized in this Contract. In the event of delay in the performance of the Work not caused by the City or its representatives, whether or not the cause thereof is within the control of Contractor, the City shall be entitled to suspend the applicable portion of the scheduled payments for the period of such delay.

## 13.0 TERMINATION FOR CONVENIENCE

13.1 General – The City may, at any time, terminate the Contract or any portion of the Work not then completed by giving Contractor written notice of termination. Upon receipt of notice of termination, Contractor, unless the notice requires otherwise, shall (1) discontinue Work on the date and to the extent specified in the notice, except work necessary to preserve and protect the Work in progress, (2) place no further orders or subcontracts for material, services, or supplies related to terminated Work, (3) make every reasonable effort to procure termination of all orders, subcontracts, and rental agreements to the extent they relate to performance of Work

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terminated upon terms satisfactory to the City, and (4) otherwise minimize costs and mitigate damages to the City.

13.2 Compensation – In the event of termination under this Section, there shall be an equitable adjustment to the Contract Price taking into account, among other things (1) decreases for Work not performed, (2) the cost of any work requested by the City from the date of termination.

#### 14.0 TERMINATION FOR CAUSE; NOTICE AND CURE OF DEFAULT

14.1 General – The City may declare this Contract canceled for default by notifying Contractor in writing, should Contractor at any time (1) materially refuse or neglect to meet the Schedule(s), (2) refuse to supply sufficient and appropriately skilled workmen or equipment to perform the Work, (3) become insolvent or unable to meet its payroll or other current obligations.

14.2 Notice of Termination – Prior to termination for cause, the City shall give Contractor written notice describing such default in reasonable detail and demand that Contractor cure such default within 30 calendar days after receipt of such notice of default. If Contractor does not cure the default within 30 calendar days after its receipt of such notice of if the default cannot be cured within such 30 calendar day period and Contractor has not initiated action or proposed a plan within such 30 calendar day period to cure the default within a reasonable period which the City reasonably agrees will cure such default, then the City shall have the right to terminate this Contract.

#### 15.0 LAWS AND REGULATIONS

Contractor and its employees shall at all times comply with all applicable laws, including those relating to wages, hours, discrimination, and safety (including CAL/OSHA).

#### 16.0 EMPLOYEES

##### 16.1 Prevailing Wage Law

16.1.1 Not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which this Contract is to be performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in Chapter 1 (commencing with Section 1720) Part 7, Division 2 of the Labor Code, shall be paid to all workers employed on this public work.

16.1.2 Should the prevailing wage rate be increased, decreased, or eliminated a corresponding adjustment shall be made to the Contract Price which shall reflect the effect of that change in or elimination of the prevailing wage rate.

16.1.2 Payroll Records

16.2.1 Contractor and its subcontractors shall keep an accurate payroll record, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the Project.

16.2.2 The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of Contractor.

17.0 SAFETY REQUIREMENTS

17.1 General – Contractor shall implement the following general safety precautions:

17.1.1 Safe Work – Contractor shall carry out the Work in a safe manner. Contractor’s site representative shall be knowledgeable of all applicable safety rules, regulations and practices that relate to the assigned work. If necessary, a qualified safety representative should be contracted to fulfill this requirement.

18.0 GOVRENING LAW AND VENUE

This Contract shall be interpreted in accordance with the substantive and procedural laws of the State of California.

19.0 AUTHORIZED REPRESENTATIVES AND NOTICES

19.1 Representatives – Prior to commencement of the Work, the City and Contractor shall each designate a representative authorized to act in behalf of each party and shall advise the other party in writing of the name, address and telephone number of such designated representative and shall inform the other party of any subsequent change in such designation.

19.2 Notice and Communications – All communications relating to the day to day activities under this Contract shall be exchanged between the representatives of the City and Contractor. All legal notices and communications required under or related to this Contract shall be writing, and shall be delivered personally or mailed by certified mail, postage prepaid, return receipt requested, to the representative of the City and Contractor identified below. Notice shall be effective on the date of delivery.

To the City:

**Jackie Loper**  
**Director of Community Development**  
**City of Imperial**  
**420 South Imperial Avenue**  
**Imperial, CA 92251**

To Contractor:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A party may change or supplement the addresses given above, or designate additional addresses, for purposes of this Section by giving the other party written notice of the new address in the manner set forth above.

19.3 Unfair Business Practice Claims – In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2[commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

19.4 Resolution of Claims – Claims of \$375,000.00 or less shall be addressed as set forth in California Public Contracts Code Section 20104 et. Seq. In general terms, said process contemplates a meet and confer procedure and non-binding mediation as a precursor to litigation.

19.5 Utilities Relocation – The provisions of Government Code Section 4251 are hereby incorporated by this reference. Said section provides, among other things, that the Contractor will be compensated for costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy and for equipment on the Project necessarily idled during such work. Contractor shall not be assessed liquidated damages for delay in completion of the Project when such delay was caused by the failure of the public agency or the owner of the utility to provide for removal or relocation of such utility facilities.

If Contractor discovers utility facilities not identified by City in the contract plans or specifications, Contractor shall immediately notify City and utility in writing.

## 20.0 ATTORNEYS FEES

If either party to this Contract shall bring any action, claim, appeal, or alternative dispute resolution proceedings, for any relief against the other, declaratory or otherwise, to enforce the terms of or to declare rights under this Contract (collectively, an Action), the losing party shall pay to the prevailing party a reasonable sum for attorneys' fees and costs incurred in bringing and prosecuting such Action and/or enforcing any judgment, order, ruling, or award (collectively, a Decision) granted therein. Any Decision entered in such Action shall provide for the recovery of attorneys' fees and costs incurred in enforcing such Decision. The court or arbitrator may fix the amount of reasonable attorneys' fees and costs on the request of either party. For the purposes of this paragraph, attorneys' fees shall include, without limitation, fees incurred in the following: (1) post-judgment motions and collection actions; (2) contempt proceedings; (3) garnishment, levy, and debtor and third party examinations; (4) discovery; and (5) bankruptcy litigation. "Prevailing party" within the meaning of this paragraph includes, without limitation, a party who

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agrees to dismiss an Action on the other party's payment of the sums allegedly due or performance of the covenants allegedly breached, or who obtains substantially the relief it seeks.

21.0 WAIVER

The failure of the City to insist upon strict performance of any of the terms and conditions of this Contract, or to exercise or delay the exercise of any rights or remedies provided by this Contract or by law, or the acceptance of Work or payment for Work shall not release Contractor from any of the responsibilities or obligations imposed by law or by this Contract and shall not be deemed a waiver of any right of the City to insist upon strict performance of this Contract. None of the provisions of the Contract shall be considered waived by either party except when such waivers are agreed upon in writing by the parties.

22. ASSIGNMENT

Contractor shall not assign the rights, nor delegate the duties, or otherwise dispose of any right, title, or interest in all or any part of this Contract, or assign any monies due or to become due to Contractor without the prior written consent of the City. Any such approved assignment or delegation shall be for the benefit of, and shall be binding on Contractor, assignee, and all future successors; and shall not relieve Contractor, assignee, or future successors of any duties or obligations. If the City approves any assignment of monies due or to become due to Contractor hereunder, such assignment shall not become effective until at least 30 calendar days after City's approval.

23. ACCEPTANCE

The City will be deemed to have accepted Contractor's performance of the Work when the City officer or manager signing this Contract, or the designated representative of said officer or manager, records a Notice of Completion that the Work is accepted.

24. EXECUTION AND EFFECTIVE DATE

This Contract has been executed by the duly authorized officers of the parties and shall be effective as of the date that the **PROJECT CONTRACT EXECUTION DOCUMENT** is signed by the parties.

25. PRECAUTIONS ON THE JOB SITE

When the Work involves trenching of more than four feet in depth, Contractor shall promptly, and before the following conditions are disturbed, notify the City, in writing, of any:

25.1 Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, and that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

25.2 Subsurface or latent physical conditions of Site differing from those indicated.

25.3 Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

Upon receipt of such notice, City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work, shall issue a change order under the procedures described in the contract.

In the event that a dispute arises between the City and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all Work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law which pertain to the resolution of disputes and protests between the parties.

**CERTIFICATE OF CONTRACTOR REGARDING  
WORKERS' COMPENSATION**

The successful Bidder shall execute the following certificate:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Contract.

Dated: \_\_\_\_\_

Contractor

By: \_\_\_\_\_

**PROJECT CONTRACT EXECUTION DOCUMENT**

THE CITY OF IMPERIAL  
STATE OF CALIFORNIA

**Prepping and Application of Protective Coating to City Administration Buildings**  
**BID 2015-03**

DATE OF CONTRACT:

NAE AND ADDRESS OF CONTRACTOR:

The City of Imperial and Contractor named above hereby mutually agree to perform this Contract in strict accordance with the following designated documents which were a part of the bid or required to be submitted under the Invitation for Bids as a part of the Contract Documents and which are hereby incorporated into this Contract by reference:

**CONTRACT DOCUMENTS**

1. Notice to Bidders;
2. Instructions to Bidders;
3. Bid Form, with Required Attachments;
4. General Conditions;
5. Specifications;
6. All Addenda to the Contract Documents;
7. Payment and Performance Bonds Submitted by Contractor;
8. Certificates of Insurance Submitted by Contractor; and
9. Certificate Regarding Workers' Compensation.

This Contract, together with all documents and exhibits incorporated herein by reference, constitutes the entire agreement of the parties. All prior or contemporaneous verbal agreements between the parties are revoked by this Contract.

In the event any section, sentence, clause or phrase of the Contract is adjudicated by a court of last resort, and of competent jurisdiction, to be invalid or illegal, the remainder of this Contract shall be unaffected by such adjudication, and all other provisions of this Contract

shall remain in full force and effect as though the section, sentence, clause of phrase so adjudicated to be invalid had not been included herein..

**PROJECT DESCRIPTION**

Contactor shall furnish all labor, material, equipment and services and perform and complete all work required for the Prepping and Application of Protective Coating to City Administration Buildings.

**ALTERATIONS**

The following alterations were made in this contract before it was signed by the parties hereto (if no alternates, state "NONE").

The Project must be completed as set forth in the Project Schedule. Bidder certifies that he/she can complete the Project, ignoring Delays and Changes as defined in the General Conditions as set forth in the Project Schedule.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date entered on the first page of the contract.

THE CITY OF IMPERIAL

CONTRACTOR

Signature \_\_\_\_\_

Signature \_\_\_\_\_

Title \_\_\_\_\_

Name \_\_\_\_\_

Title

Attest:

EMPLOYER IDENTIFICATION NO.

\_\_\_\_\_  
Debra Jackson  
City Clerk

(As used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941)

Special Requirements

Prepping and Application of Protective Coating to City Administration Buildings  
Bid No. 2015-03

1. THE REQUIREMENT

The Contractor shall provide the prepping and painting of designated buildings for the City of Imperial; furnishing all labor, materials, equipment, and methods necessary to complete said project, in order to provide the Owner with complete, correctly surfacing of said buildings, all in accordance with the Contract Documents. The Contractor shall be responsible for the operation of the project and he shall check all material applied by him, making repairs and/or adjustments necessary in order to provide the Owner with a correctly painted facilities. The Contract work is listed in the Bid Item Schedule as Bid Schedule 1.

2. CONTRACT COMPLETION SCHEDULE

All work under this project shall be completed in 45 calendar days following the date the City provides written "Notice of Award" of Contract.

Completion time in calendar days includes Saturdays, Sundays, and holidays.

IF CONTRACTOR DOES NOT CONFORM TO THE ABOVE LISTED CONTRACT COMPLETION SCHEDULE FOR BID SCHEDULE 1, THEN THE OWNER WILL ENFORCE THE AGREEMENT IN THE CONTRACT APPENDIX TITLED "LIQUIDATED DAMAGES".

3. PERMITS AND FEES

A. GENERAL

Contractor shall secure at his own expense all permits and/or licenses necessary to the prosecution of the contract work, except for any permits and/or licenses stated herein to have been secured and paid for by the City.

Contractor shall comply with the applicable requirements of all permits and/or licenses that have been secured by the City, all at no additional cost to the City.

4. DATA TO BE SUBMITTED BY CONTRACTOR

Successful Bidder shall be required to submit a construction schedule within ten (10) calendar days following award of contract. The schedule shall conform to the completion schedule stated herein, and shall show dates for beginning and completing all aspects of

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contract work, including expected dates for the required submittal data. Bidder shall understand that this schedule will be tentative, and subject to modification and updating by the Contractor (as approved by the City) as the contract work progresses. The schedule shall generally provide the following main items along with corresponding details:

- \*Submittals
- \*Review and approval period
- \*Material delivery
- \*Schedule of construction
  - Prepping of surfaces
  - Application of protective coating
  - Final site work and cleanup

Contractor shall submit updated project schedules to the City as follows:

- \*Once per month after Contractor receives written "Notice of Award" of contract
- \*Twice per month when Contractor has mobilized for construction
- \*Any time a change in the schedule and/or change in work has occurred
- \*Submitted with progress pay requests (status/completion items as shown on the schedules shall be consistent with the progress pay requests)

## 5 MATERIAL FURNISHED BY CONTRACTOR

The Contractor shall furnish all materials necessary to complete the contract work, all in strict accordance with the Contract Documents.

In addition, the Contractor shall furnish all labor, skills and services required for the preparation and application of all materials to provide the Owner with a complete project, in accordance with the Contract Documents.

**SECTION 09 80 00**  
**PROTECTIVE COATINGS**

PART 1 - GENERAL

PART 2 - SUMMARY

- A. Section includes surface preparation and application of coating systems.
  - 1. Concrete and Masonry – Interior, Non-immersion excluding floors
  - 2. Concrete Sealer – Non-Paint Finish
  - 3. Ferrous Metal – Exterior
  - 4. Ferrous Metal – Interior
  - 5. Galvanized Steel and Non-Ferrous Metal – Non-Immersion
  - 6. Aluminum – Embedded or in contact with concrete
  - 7. Wood – Interior and Exterior to be painted
  - 8. Wood – Interior and Exterior to be stained
  - 9. Gypsum Board
  - 10. Plaster Surfaces
  - 11. PVC Pipe – Exterior Exposure
  - 12. Fiberglass Surfaces and members
  - 13. Miscellaneous – Surfaces requiring coat tar epoxy
  - 14. Hot-Dip Galvanizing
  - 15. Concrete Floor – Epoxy Finish

2.2 DESCRIPTION

- A. Scope of Work
  - 1. The Contractor shall furnish all materials, labor, equipment, and incidentals required to provide a protective coating system for the surfaces listed herein and not otherwise excluded.
  - 2. The work includes surface preparation and cleaning, painting and finishing of interior and exterior exposed items and surfaces such as ceilings, walls, floors, miscellaneous metal, doors, frames, guardrails, posts, and all other work obviously required to be painted unless otherwise specified herein or on the Drawings. The omission of minor items in the schedule of work shall not relieve the Contractor of his obligation to include such items where they come within the general intent of the Specifications as stated herein.

2.3 REFERENCES

- A. American National Standards Institute:
  - 1. ANSI/NSF Standard 61 Listing of Certified Drinking Water System Components - Health Effects.

2. ANSI Z53.1, Safety Color Code for Marking Physical Hazards.
- B. ASTM International
- C. Occupational Safety and Health Act (OSHA):
1. OSHA 1910.144, Safety Color Code for Marking Physical Hazards.
  2. OSHA 1910.145, Specifications for accident prevention signs and tags.
- D. The Society for Protective Coatings (SSPC):
1. Surface Preparation Specifications:
    - a. PA 2, Measurement of Dry Coating Thickness with Magnetic Gages.
    - b. PA 3, Guide to Safety in Paint Applications.
    - c. SSPC-SP 1, Solvent Cleaning.
    - d. SSPC-SP 2, Hand Tool Cleaning.
    - e. SSPC-SP 3, Power Tool Cleaning.
    - f. SSPC-SP 5, White Metal Blast Cleaning.
    - g. SSPC-SP 6, Commercial Blast Cleaning.
    - h. SSPC-SP 7, Joint Surface Preparation Standard Brush-Off Blast Cleaning.
    - i. SSPC-SP 10, Near-White Blast Cleaning.
    - j. SSPC-SP 11, Power Tool Cleaning To Bare Metal.
    - k. SSPC-SP12, Surface Preparation and Cleaning of Metals by Waterjetting Prior to Recoating.
    - l. SSPC-SP13, Surface Preparation of Concrete.
    - m. Guide 15, Field Methods for Retrieval and Analysis of Soluble Salts on Steel and Other Nonporous Substrates.
- E. NACE International (NDACE): RP0188, Discontinuity (Holiday) Testing of New Protective Coatings on Conductive Substrates.
- F. National Fire Protection Association (NFPA).
- G. National Sanitation Foundation (NSF).
- H. International Concrete Restoration Institute (ICRI).

## 2.4 DEFINITIONS

- A. "Paint" as used herein means all coating systems, materials, including primers, emulsions, enamels, sealers and fillers, and other applied materials whether used as prime, intermediate or finish coats.
- B. The term "exposed" as used in this Section shall mean all items not covered with concrete, masonry, or similar material.

## 2.5 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include preparation requirements and application instructions.
1. Submit to the Engineer as provided in the General Conditions and Section 013300 "Contractor Submittals", Working Drawings, and Samples; shop drawings, manufacturer's specifications and data on the proposed paint systems and detailed surface preparation, application procedures and dry film thickness (DFT).
  2. Submit material manufacturer's technical information, including paint label analysis and application instructions for each material proposed
    - a. List each material and cross-reference to specific paint and finish system and application. Identify by manufacturer's catalog number and general classification.
    - b. Submit copies of manufacturer's complete color charts for each coating system.
    - c. Provide certifications from manufacturers verifying that factory applied prime coats are compatible with specified finish coatings.
    - d. Pipe Markers and Safety Signs: Submit copies of manufacturer's technical brochure, including color chart and list of standard signs. Owner will set titles on pipe markers and safety signs.
- B. Schedule:
1. The Contractor shall submit for approval a complete typewritten Schedule of Painting Operations within 90 days after the Notice to Proceed. This Schedule is imperative so that the various fabricators or suppliers may be notified of the proper shop prime coat to apply. It shall be the Contractor's responsibility to properly notify and coordinate the fabricator's or suppliers' surface preparation and painting operations with these specifications. This Schedule shall include for each surface to be painted, the brand name, generic type, solids by volume, application method, the coverage and the number of coats in order to achieve the specified dry film thickness, and color charts. When the Schedule has been approved, the Contractor shall apply all material in strict accordance with the approved Schedule and the manufacturer's instructions. Wet and dry paint film gauges may be utilized by the Owner to verify the proper application while work is in progress.
  2. It is the intent of this section that as much as possible all coating systems specified herein be supplied by a single manufacturer. All exceptions must be noted on the Schedule. For each coating system, only one (1) manufacturer's product shall be used.
  3. Contractor is responsible for the compatibility of all shop primed and field painted items in this Contract. Furnish information on the characteristics of the finish materials proposed to use, to ensure that compatible prime coats are used. As directed by the Engineer, provide barrier coats over incompatible primers or remove and re-prime. Notify the Engineer in writing of anticipated problems using the coating systems as specified with substrates primed by others.
- C. Color Samples: Manufacturer's standard color charts for color selection by Owner.
- D. Samples – Painting:

1. Paint colors will be selected by Owner unless other standards are noted. Compliance with all other requirements is the exclusive responsibility of the Contractor.
  2. Samples of each finish and color shall be submitted to the Owner or Engineer for approval before any work is started.
  3. Samples shall be prepared so that an area of each sample indicates the appearance of the various coats. For example, where three (3) coat work is specified, the sample shall be divided into three (3) areas.
    - a. One (1) showing the application of one (1) coat only.
    - b. One (1) showing the application of two (2) coats.
    - c. One (1) showing the application of all three (3) coats.
  4. Such samples when approved in writing shall constitute a standard, as to color and finish only, for acceptance or rejection of the finish work.
  5. Rejected samples shall be resubmitted until approved.
- E. Applicator Qualifications: Submit qualifications as specified under Quality Assurance article.
- F. Closeout Submittals:
1. Submit certificate stating Work was properly prepared and painted in accordance with Specifications.
  2. Submit manufacturer's certificate stating quantity of paint furnished was sufficient to properly coat all surfaces.
  3. Maintenance Manual: Upon completion of work, furnish copies of a detailed maintenance manual including following information:
    - a. Product name and number.
    - b. Name, address and telephone number of manufacturer and local distributor.
    - c. Detailed procedures for routine maintenance and cleaning.
    - d. Detailed procedures for light repairs such as dents, scratches and staining.

## 2.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Coatings: 5 percent, but not less than 1 gal. of each material and color applied.

## 2.7 QUALITY ASSURANCE

- A. Provide the best quality grade of the various types of coatings suitable for use in corrosive water and wastewater treatment and pumping environments as regularly manufactured by approved paint materials manufacturers. Materials not displaying the manufacturer's identification as a standard, best grade product will not be acceptable.

- B. Provide undercoat paint produced by the same manufacturer as the finish coats. Undercoat and finish coat paints shall be compatible. Use only thinners approved by the paint manufacturer and list the manufacturer, and use only within recommended limits as listed on the manufacturer's product data sheets.
- C. Painting shall be accomplished by experienced painters specializing in industrial painting familiar with all aspects of surface preparations and applications required for this project. Work shall be done in a safe and workmanlike manner.
- D. Applicator Qualifications:
  - 1. Successfully painted similar buildings, facilities, and structures for at least five (5) years. Submit name and experience record of painting applicator to Engineer. A list of at least five (5) utility installations painted within the last five (5) years, along with responsible officials, architects or engineers involved with the project, and the approximate contract price may be requested by the Owner or Engineer.
  - 2. Painting applicators whose submissions indicate a lack of experience required to perform the work, or have performed work in an unsatisfactory manner, will not be approved.
- E. Acceptable Manufacturers:
  - 1. Tnemec Co.
  - 2. Sherwin-Williams
  - 3. Or equal. No substitutions will be considered that decrease film thickness, number of coats, surface preparation or generic type of coating specified. Furnish same color selection of substituted manufacturers as manufacturer specified, including accent colors in coating systems. Substitutions must meet the performance requirements of the materials selected

## 2.8 DELIVERY, HANDLING AND STORAGE

- A. Deliver, store and handle paint in accordance with manufacturer's recommendations, and as supplemented below.
- B. Delivery of Materials:
  - 1. Deliver materials to job site in original, new, and unopened packages and containers bearing manufacturer's name and label with following information:
    - a. Name or title of material.
    - b. Manufacturer's stock number, batch number and date of manufacture (shelf life).
    - c. Manufacturer's name.
    - d. Contents by volume, for major pigment and vehicle constituents.
    - e. Thinning instructions where recommended.
    - f. Application instructions.
    - g. Color name and number.

C. Storage of Materials:

1. Store only acceptable project materials on project site.
2. Store in a suitable location approved by Owner. Keep area clean and accessible.
3. Restrict storage to paint materials and related equipment.
4. Comply with health and fire regulations including the Occupational Safety and Health Act of 1970. Flammable materials shall be separated and stored in a suitable area as required.
5. Keep temperature of storage area above 50° F or manufacturer's recommended storage temperature, whichever is higher. Consult the manufacturer's written literature for storage condition requirements.
6. Containers shall be clearly marked to indicate any hazards connected with the use of the paint and steps which should be taken to prevent injury to those handling the product.

2.9 WARRANTY AND GUARANTEES

- A. All paint and coatings work performed under these specifications shall be guaranteed by the coatings applicator for 100 percent of the total coated area for both materials and labor against failures during the warranty period.
- B. Failure under this warranty shall include flaking, peeling, or delaminating of the coating due to aging, chemical attack, or poor workmanship; but it shall not include areas which have been damaged by unusual chemical, thermal, or mechanical abuse.

2.10 SURFACES TO BE COATED

A. Design Requirements:

1. Ensure surfaces are properly prepared, proper primer applied to correct mil thickness, and finish coat is compatible with primer coat and applied to correct mil thickness. This requirement applies to all equipment and material, whether the total process is done in the shop, in the field, or partially in shop and partially in field.
  2. Provide paint products supplied by one manufacturer unless otherwise approved by the Engineer.
- B. Paint all exposed surfaces, except where natural finish of material is specifically noted as a surface not to be painted.
  - C. Where items or surfaces are not specifically mentioned, paint these the same as adjacent similar materials or areas.
  - D. The following items will not be painted unless otherwise noted.
    1. Any code-requiring labels, such as Underwriters' Laboratories and Factory Mutual, or any equipment identification, performance rating, name or nomenclature plates.

2. Any moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sensing devices, motor and fan shafts, unless otherwise indicated.
3. Aluminum except where in contact with dissimilar metals.
4. Fiberglass items including but not limited to handrails, walkways, toeboards, windows, louvers, fans, grating, and tanks.
5. Stainless steel, chromium plate/polished chrome, anodized aluminum, nickel and similar finished products.
6. Brass and bronze other than exposed utility tubing.
7. Flexible couplings, lubricated bearing surfaces, insulation and plastic pipe or duct interiors.
8. Plastic switch plates and receptacle plates.
9. Signs and nameplates.
10. Finish hardware.
11. Packing glands and other adjustable parts, unless otherwise indicated.
12. Portions of metal, other than aluminum, embedded in concrete. This does not apply to the back face of items mounted to concrete or masonry surfaces which shall be painted before erection. Aluminum to be embedded in, or in contact with, concrete shall be coated to prevent electrolysis.
13. Galvanized metals unless specifically noted otherwise.
14. Fire detection elements, sprinkler heads.
15. Prefinished Items.
  - a. Unless otherwise shown or specified, factory finishing such as baked-on factory porcelain, polyvinyl fluoride or other similar finish is specified for such items as, but not limited to, mechanical and electrical equipment such as instruments, light fixtures and distribution cabinets. Touch up factory finished items with paint supplied by the item manufacturer. As directed by Engineer, field paint damaged prefinished items or return them to the factory for repair and repainting.
  - b. Any prefinished item not having generic type of paint or proper mil thickness to withstand corrosive atmosphere of water treatment plants, wastewater treatment plants and/or pumping stations shall be returned to the factory for painting or shall have additional coats applied in the field.

## 2.11 PROTECTION OF SURFACES NOT TO BE COATED

- A. Protect surfaces and equipment which are not to receive coatings during surface preparation, cleaning and painting operations.

- B. Remove mask, or otherwise protect hardware, lighting fixtures, switchplates, machines, surfaces, couplings, shafts, bearings, nameplates on machinery, and other surfaces not intended to be painted. Provide drop cloths to prevent paint materials from falling on or marring adjacent surfaces. Protect working parts of mechanical and electrical equipment from damage during surface preparation and painting. Mask openings in motors and equipment to prevent abrasives, paint and other materials from entering.
- C. Exercise care not to damage adjacent work during sandblasting operations. Conduct spray painting under controlled conditions. Promptly repair any damage to adjacent work or adjoining property occurring from sandblasting or spray-painting operations.

## 2.12 PROJECT CONDITIONS

### A. Environmental Requirements:

1. Adhere to manufacturer's data on air and surface temperature limits and relative humidity during application and curing of coatings. Note that on some coatings for concrete, applications may be required during declining temperatures only.
2. Do not spray apply paint when wind velocity is above 15 mph.
3. Schedule coating work to avoid dust and airborne contaminants.
4. Apply exterior finishes during daylight hours only.
5. When painting in confined spaces, or because of unfavorable ambient conditions, longer drying times will be necessary.
6. Provide supplementary ventilation such as fans and blowers in confined or enclosed areas to carry off solvents during evaporation stage.

### B. Existing Conditions:

1. Broom clean area before painting is started. Remove dirt and dust.
  - a. After painting operations begin, broom cleaning will not be allowed. Clean only with commercial vacuum cleaning equipment.

## PART 3 - PRODUCTS

### 3.1 MATERIALS

- A. All paint shall be manufactured by one of the suppliers listed in Paragraph 1.7 E., herein, and shall be their highest grade of paint.
- B. The following coating systems list a product by name to establish a standard of quality; other products of the same generic types may be submitted to the Engineer for approval as described in Paragraph 1.7 E., herein. When other than the specified coating system is proposed, the Contractor shall submit on a typewritten list giving the proposed coatings, brand, trade name,

generic type and catalog number of the proposed system and the requested test results for the Engineer's approval.

- C. Paint used in successive field coats shall be produced by the same manufacturer. Paint used in the first field coat over shop painted or previously painted surfaces shall cause no wrinkling, lifting, or other damage to underlying paint. Shop paint shall be of the same type and manufacturer as used for field painting by the Contractor.
- D. Emulsion and alkyd paints shall contain a mildewcide and both the paint and mildewcide shall conform to OSHA and Federal requirements, including Federal specification TT-P-19.
- E. Finish coats containing lead shall not be allowed.
- F. Rags shall be clean painters rags, completely sterilized.
- G. Provide paints, pipe marker and safety signs of durable and washable quality. Use materials which will withstand normal washing as required to remove grease, oil, chemicals, etc., without showing discoloration, loss of gloss, staining, or other damage.
- H. Paints containing lead in excess of 0.06% by weight of total nonvolatile content shall not be used. Paints containing zinc chromate or strontium chromate pigments shall not be used.
- I. VOC Content: Paints shall comply with applicable state and local laws and standards enacted to ensure compliance with Federal Clean Air Standards and shall conform to restrictions of local air pollution control authority.

### 3.2 COLORS AND FINISHES

- A. Provide surface treatments and finishes as specified in paragraph 2.3 of this Section.
- B. Color Schedule: Colors for painted surfaces will be selected by Owner or as shown on Drawings.
- C. Use representative colors when preparing samples for Engineer's review. Final acceptance of colors will be from samples applied on the job.
- D. Color Pigments: Pure, nonfading, applicable types to suit substrates and service indicated.
- E. Paints specified for application on submerged metal in contact with potable water shall meet NSF 61 and be approved by the governing health and safety codes.

### 3.3 COATING SYSTEMS

General: Where exposures and/or coating are not specified or when two (2) classifications can apply, the worst-case condition shall be used to determine the coating system.

- A. Concrete and Masonry – Interior excluding floors:
  - 1. Examples of this classification include the following surfaces:

- a. Interior masonry and plaster.
  - b. Concrete block walls.
  - c. Concrete walls, columns and supports.
  - d. Concrete ceilings and beams.
2. Surface Preparation: As specified in Paragraph 3.3, herein.
  3. Coating System (Use a and b):
    - a. Epoxy Polyamide:
      - 1) For Filler for Concrete Block, use Tnemec 1254 Epoxoblock WB: One (1) coat at 80 to 100 Square Feet/Gallon (sq. ft./gal.).
      - 2) For interior masonry, stucco or plaster, use Tnemec Series 151 Elasto-Grip FC applied at 275 - 350 sq ft per gallon.
    - b. Epoxy Polyamide or Amine-Cure (Semigloss or Gloss):
      - 1) Tnemec N69- Color H.B. Epoxoline II: Two (2) coats at 4 to 6 mils DFT each.
- B. Masonry - Exterior, Non-Immersion:
1. Examples of this classification include, but are not limited to the following surfaces:
    - a. Exposed exterior masonry walls.
  2. Surface Preparation:
    - a. As specified in Paragraph 3.3, herein.
  3. Coating System (Use a and b):
    - a. Epoxy Polyamide Filler for Concrete Block (note: if poured in place, Series 1254 WB is not required):
      - 1) Tnemec 1254 Epoxoblock WB: One (1) coat at 80 to 100 Square Feet/Gallon (sq. ft./gal.).
    - b. Breathable Elastomeric Acrylate
      - 1) Tnemec 156 Enviro-Crete: two (2) coats at 4 – 6 mils DFT each. A minimum overall 10 mils DFT is required.
- C. Concrete Sealer: Non-Painted Finish
1. Area of Application: Concrete slabs, walls, and other areas as indicated in the drawings and all concrete equipment pads.
  2. Coating:

- a. High performance, clear, 100 % Silane based penetrating sealer. Prepare the application surface and coat strictly following manufacturer recommendations.
  - 3. Products:
    - a. Dayton, Weather Worker S-100
    - b. Or equal.
- D. Concrete Masonry Unit (CMU) Sealer: Non-Paint Finish
- 1. Area of application: All exterior and interior masonry, where paint or other coating is not specified in drawings.
  - 2. Surface Preparation:
    - a. Follow manufacturer's recommendations for surface preparation for each type of masonry.
  - 3. Coating:
    - a. Dayton Superior Weather Worker (J-29), Hydrozo Silane 40, or Equal. Contractor shall apply a minimum of 2 coats with MIL thicknesses as recommended by the manufacturer for each type of masonry.
- E. Ferrous Metal - Exterior:
- 1. Exterior metal surfaces that are exposed to the atmosphere but which do not come into contact with water, wastewater, or corrosive atmosphere. Examples of this classification include, but not limited to, the following surfaces:
    - a. Exterior of Above Ground Pipe or metal structures
    - b. Joists.
    - c. Steel plate.
    - d. Doors and frames.
  - 2. Surface Preparation: As specified in Paragraph 3.3.
  - 3. Coating System (Use a, b, & c):
    - a. Aromatic Polyurethane Primer:
      - 1) Tnemec Series 1 Omnithane: One (1) coat at 2.5 to 3.5 mils DFT each. For shop primed items kept on-site for prolonged periods, follow manufacturer's recommendations prior to applying touch-up and subsequent coats, e.g., brush-off blasting.
    - b. Polyamide Epoxy:
      - 1) Tnemec 66-1211 – Hi-Build Epoxoline: One (1) coat at 4 to 6 mils DFT
    - c. Polyurethane (Gloss):

1) Tnemec 750 Endura - Shield UVX: One (1) coat at 4 to 6 mils DFT.

F. Ferrous Metal - Interior:

1. Interior metal surfaces that are exposed to the atmosphere but which do not come into contact with water, wastewater, or corrosive atmosphere. Examples of this classification include, but not limited to, the following surfaces:
  - a. Piping, valves, appurtenances and supports.
  - b. Pumps, Motors, Equipment.
  - c. Exposed surfaces of electric panels, conduit, ventilation fans, etc.
2. Surface Preparation: As specified in Paragraph 3.3.
3. Coating System (Use a, b, & c):
  - a. Epoxoline Primer:
    - 1) Tnemec 66-1211 – Hi-Build Epoxoline: One (1) coat at 3 to 5 mils DFT. For shop primed items kept on-site for prolonged periods, follow manufacturer's recommendations prior to applying touch-up and subsequent coats, e.g., brush-off blasting.
  - b. Polyamide Epoxy:
    - 1) Tnemec 66-1211 – Hi-Build Epoxoline: One (1) coat at 3 to 5 mils DFT.
  - c. Polyurethane (Gloss):
    - 1) Tnemec 750 Endura - Shield UVX: One (1) coat at 4 to 6 mils DFT.

G. Galvanized Steel and Non-Ferrous Metal:

1. This coating system is only required for non-ferrous metals (e.g. aluminum, galvanized steel) in contact with other dissimilar metals or materials (e.g. aluminum, stainless steel, concrete, etc...) or where specifically indicated as required in the design drawings.
2. Examples of this classification include the following surfaces:
  - a. Galvanized steel pipe where specifically noted or specified.
  - b. Galvanized or zinc-coated steel fabrications where specifically noted or specified.
  - c. Aluminum fabrications where specifically noted or specified.
  - d. Aluminum or other non-ferrous pipe or tubing.
  - e. Copper pipe and tubing.
3. Surface Preparation: As specified in Paragraph 3.3.
4. Coating System (Use a and b).
  - a. Epoxy Polyamide.
    - 1) Tnemec N69-color H.B. Epoxoline II or Series 27 WB Typoxy: One (1) coat at 4 to 6 mils DFT each.

- b. Aliphatic Polyurethane (Gloss):
  - 1) Tnemec 750 Color UVX: One (1) coat at 3.0 to 5.0 mils DFT each.

H. Aluminum embedded or in contact with concrete:

- 1. Examples of this classification include the following surfaces:
  - a. Portions of slide gate frames.
  - b. Portions of hatch cover frames.
  - c. Portions of stair stringers.
  - d. Portions of grating and floor plate frames.
- 2. Surface Preparation: As specified in Paragraph 3.3
- 3. Coating System:
  - a. Zinc chromate primer.

I. Wood to be Painted - Interior and Exterior:

- 1. Examples of this classification include the following surfaces:
  - a. Wood trim.
  - b. Shelves.
  - c. Cabinets.
- 2. Surface Preparation: As specified in Paragraph 3.3.
- 3. Coating System (Use a and b or a and c as directed by Owner).
  - a. Alkyd or Acrylic Primer.
    - 1) Tnemec 10-99W White Primer: One (1) coat at 2 to 3.5 mils DFT each.
  - b. Acrylic Emulsion (Semi-Gloss):
    - 1) Tnemec 1029 Enduratone: Two (2) coats at 2 to 3 mils DFT per coat. Or;
    - 2) For Gloss Finish Tnemec 1028 Enduratone (Gloss): Two (2) coats at 2 to 3 mils DFT per coat.
  - c. Alkyd (Gloss):
    - 1) Tnemec 2H H.B. Tneme-Gloss: Two (2) coats at 1.5 to 2.5 DFT each.

J. Wood to be Stained – Interior and Exterior:

- 1. Examples of this classification include the following surfaces:
  - a. Wood trim.
  - b. Shelves.
  - c. Cabinets.

2. Surface Preparation: As specified in Paragraph 3.3.
3. Coating System (Use a and b).
  - a. Acrylic exterior house stain
    - 1) Two (2) coats Sherwin Williams “Woodscapes” solid color acrylic exterior house stain A-15 series.
  - b. Polyurethane semi-transparent exterior stain
    - 1) Two (2) coats Sherwin Williams “Woodscapes” semi-transparent polyurethane exterior stain A15T5.

K. Gypsum Board:

1. This classification includes interior surfaces of gypsum board where coating or covering is not otherwise specified.
2. Surface Preparation: As specified in Paragraph 3.3.
3. Coating System (Use a & b):
  - a. Vinyl Acrylic Primer:
    - 1) Tnemec Series 51 PVA Sealer: One (1) coat at 1 to 2 mils DFT.
  - b. Waterbourne Acrylic Epoxy (Satin):
    - 1)
    - 2) Tnemec 113 H.B. Tnemec – Tufcoat Top Coat: Two (2) coats at 2 to 3 mils DFT per coat. Or;
    - 3) For Gloss Finish Tnemec Series 114 H.B. Teneme – Tufcoat Top Coat: Two (2) coats at 2 to 3 mils DFT per coat.

L. Plaster Surfaces

1. This classification includes interior and exterior plaster surfaces.
2. Surface Preparation: Per manufacturer’s recommendations and Paragraph 3.3 herein.
3. Coating System (Both Interior and Exterior):
  - a. Primer: 1 coat Sherwin Williams “PrepRite 200” masonry primer B28W300.
  - b. Finish – Interior: 2 coats Sherwin Williams “Pro-Mar 200” latex “Eg-Shel” enamel B20W200.
  - c. Finish – Exterior: 2 coats Sherwin Williams water-based, semi-gloss catalyzed epoxy B70 series.

M. PVC Pipe, Exterior Exposure:

1. This classification includes exteriors of PVC pipe, valves and accessories.
2. Surface Preparation: As specified in Paragraph 3.3, herein.
3. Coating System, Exterior (Use a or a and b, as required):
  - a. Epoxy Polyamide (Satin):
    - 1) Tnemec 66-Color H.B. Epoxoline: One (1) coat at 2 to 3 mils DFT.
  - b. Polyurethane (Gloss) for Exterior Exposure:
    - 1) Tnemec 750 Endura - Shield UVX: One (1) coat at 2 to 3 mils DFT.

N. Fiberglass Reinforced Plastic:

1. This classification includes all exterior surfaces of fiberglass reinforced plastic, including but not limited to, chemical storage tanks, pipe, scrubbers, fans, and dampers. Interior surfaces exposed to process air or liquid shall be coated.
2. For Fiberglass Doors finish, refer to Section 082200 "Fiberglass Doors."
3. Surface Preparation: SSPC-SPI Solvent cleaning and abrade the surface.
4. Coating System: (Use a. and b.):
  - a. Polyamidoamine Epoxy, not less than 49 percent solids by volume:
    - 1) Tnemec Series N69 HB Epoxoline II: One (1) coat at 3 to 4 mils DFT.
  - b. Semigloss High Build Acrylic Aliphatic Polyurethane, not less than 54 percent solids by volume.
    - 1) Tnemec Series 750 UVX: One (1) coat at 3 to 5 mils DFT.

O. Parking Lot Striping

1. Asphalt surfaces requiring striping or lines.
2. Surface Preparation: As recommended by the manufacturer.
3. Coating System:
  - a. 1 Coat Sherwin Williams "Hotline" latex traffic marking paint TM2152 (white) or TM2153 (yellow) as indicated in the design drawings and per Owner preference.

P. Miscellaneous surfaces requiring coat tar epoxy:

1. Examples of this classification include the following surfaces:

- a. Miscellaneous castings not specified elsewhere.
- 2. Surface Preparation - As specified in Paragraph 3.3, herein.
- 3. Coating System:
  - a. Coat Tar Epoxy, High-Build:
    - 1) Tnemec 46H-413: One (1) coat at 14 to 20 mils DFT each.

Q. Hot-Dip Galvanizing

- 1. This classification includes but is not limited to stair stringers, grating embeds, fasteners, support members, and interior structural members not epoxy coated per Systems “Ferrous Metal: Interior, Non-Immersion” and “Ferrous Metal - Immersion, Non-Potable”.
- 2. Surface Preparation: The Fabricator shall remove all welding slag, splatter, anti-splatter compounds and burrs prior to delivery for galvanizing. Avoid unsuitable marking paints. Consult with the galvanizer about removal of grease, oil paint and other deleterious material prior to fabrication. Remove by blast cleaning or other methods surface contaminants and coatings, which would not be removable by the normal chemical cleaning process in the galvanizing operation.
- 3. Coating System:
  - a. Pre-clean steelwork in accordance with accepted methods to produce an acceptable surface for quality hot-dip galvanizing.
  - b. Galvanize steel members, fabrications, and assemblies after fabrication by the hot dip process in accordance with ASTM A123. Galvanize bolts, nuts and washers and iron and steel hardware components in accordance with ASTM A153.
  - c. Safeguard products against steel embrittlement in conformance with ASTM A143.
  - d. Handle all articles to be galvanized in such a manner as to avoid any mechanical damage and to minimize distortion.
  - e. Coating Weight: conform with paragraph 5.1 of ASTM A123, Table 1 of A767, or Table 1 of ASTM A153, as appropriate.
  - f. Surface Finish: Continuous, adherent, as smooth and evenly distributed as possible and free from any defect detrimental to the stated end use of the coated article.
  - g. Adhesion: Withstand normal handling consistent with the nature and thickness of the coating and normal use of the article.
- 4. Testing:
  - a. Inspection and testing of hot dip galvanized coatings shall include visual examination and tests in accordance with ASTM A123, A767 or A153 as applicable to determine the thickness of the zinc coating on the metal surface.
  - b. Furnish Notarized Certificate of Compliance with ASTM Standards and Specifications herein listed. The Certificate must be signed by the galvanizer and contain a detailed description of the material processed. The Certificate shall include information as to the ASTM standard used for the coating.
- 5. Repair or Damaged Coating:

- a. The maximum area to be repaired is defined in accordance with ASTM A123 Section 4.6 current edition.
  - 1) The maximum area to be repaired in the field shall be determined in advance by mutual agreement between parties.
- b. Repair areas damaged by welding, flame cutting or during handling, transport or erection by one of the approved methods in accordance with ASTM A780 whenever damage exceeds 3/16" in width. Minimum thickness requirements for the repair are those described in ASTM A123 section 4.6 current edition.

R. Concrete Floors – Epoxy Finish

1. Area of Application: This coating system is for all concrete floors where epoxy coating is indicated in the finish schedule and where sealer (paragraph 2.5.D) is not being applied.
2. Surface Preparation: As specified in Paragraph 3.3, herein.
3. Coating System (Use a, b and c):
  - a. Primer: Tnemec Hi-Build Epoxoline II Series N69 at 4.0 to 6.0 mils DFT.
  - b. Intermediate Coat: Tnemec Hi-Build Epoxoline II Series N69 at 4.0 to 6.0 mils DFT.
  - c. Finish Coat: Tnemec Hi-Build Epoxoline II Series N69 at 4.0 to 6.0 mils DFT.
4. Color: Industrial Grey, matt finish. Confirm final color choice with Owner.

## PART 4 - EXECUTION

### 4.1 SHOP PAINTING

- A. Surface Preparation - All ferrous metal to be primed in the shop shall have all rust, dust and scale, as well as all other foreign substances, removed by sandblasting or pickling in accordance with SSPC-SP10. Cleaned metal shall be primed or pretreated immediately after cleaning to prevent new rusting. Under no circumstances will cleaned metal be allowed to sit overnight before priming, or pretreatment and priming. All nonferrous metals shall be solvent cleaned prior to the application of primer. In addition, galvanized surfaces which are to be topcoated shall first be degreased then primed. Refer to manufacturer's printed literature for the correct blast profile for the product used.
- B. Materials Preparation:
  1. Mix and prepare painting materials in strict accordance with manufacturer's recommendations and directions, stirring materials before and during application to maintain a mixture of uniform density, free of film, dirt and other foreign materials.

2. No thinners shall be used except those specifically mentioned and only in such quantity as directed by the manufacturer in his instructions. If thinning is used, sufficient additional coats shall be applied to assure the required dry film thickness is achieved. The manufacturers recommended thinner or cleanup solvent shall be used for all clean-up. Application by brush, spray, airless spray or roller shall be as recommended by the manufacturer for optimum performance and appearance.

C. Applications:

1. All painting shall be done by skilled and experienced craftsmen and shall be of highest quality workmanship. Coating systems shall be as specified herein.
2. Apply paint in accordance with the manufacturer's directions. Use applicators and techniques best suited for the type of material being applied.
3. All paint and coatings materials shall be stored under cover and at a temperature within 10 degrees F of the anticipated application temperature and at least 5 degrees F above the dew point.
4. Apply additional coats when undercoats, stains or other conditions show through the final coat of paint, until the paint film is of uniform finish, color and appearance.
5. Paint shall be applied in a neat manner with finished surfaces free of runs, sags, ridges, laps and brush marks. Each coat shall be applied in a manner that will produce an even film of uniform and proper thickness.
6. Paint back sides of access panels and removable or hinged covers to match the exposed surfaces.
7. Equipment manufacturer or supplier shall provide touch-up paint for items with shop applied finish coats.
8. Where specified in the individual sections, primer coat(s) shall be applied in the shop by the equipment manufacturer. The shop coats shall be as specified and shall be compatible with the field coat or coats.

- D. Certification: The Contractor shall obtain from the equipment manufacturer or supplier, prior to shipment of equipment, a written certification that surface preparation, coating brand, material, DFT and application method complied with this section.

#### 4.2 EXAMINATION

- A. Examine areas and conditions where painting work is to be performed. Notify Engineer in writing of conditions detrimental to proper and timely completion of Work. Do not proceed with Work until unsatisfactory conditions have been corrected in a manner acceptable to Engineer.
- B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions otherwise detrimental to formation of a durable paint film.

- C. Remove by blast cleaning to SSPC-SP 10 any bitumastic coating or improper primer on any material or equipment which is to be painted and arrives at the construction site with a bitumastic coating or a priming system not specified in paragraph 2.3 Coating Systems.

#### 4.3 SURFACE PREPARATION

##### A. General:

1. Perform all preparation and cleaning procedures as specified and in strict accordance with paint manufacturer's instructions for each particular substrate and atmospheric condition.
2. Remove hardware, hardware accessories, machined surfaces, plates, lighting fixtures, and similar items not to be finish painted, or provide surface applied protection prior to surface preparation and painting operations. Following completion of painting of each space or area, reinstall removed items by workmen skilled in the trades involved or remove applied protection, if applicable.
3. Clean sand, dirt, dust and all other foreign matter from surfaces to be painted before applying paint or surface treatments. Remove oil and grease with clean cloths and cleaning solvents prior to mechanical cleaning. Program cleaning and painting so that dust and other contaminants from cleaning process will not fall in wet, newly painted surfaces.
4. Prepare surfaces which were not shop painted or were improperly shop painted or damaged, and all abraded or rusted surfaces, which are to be painted, as specified under 3.2 C. and as follows.
5. Priming Blast Cleaned Metal: Prime blast cleaned metal within 24 hours or before any rust bloom occurs.
6. Primed surfaces, exposed to sunlight for 60 days or more, must be scarified by lightly sanding or whip blasting to assure proper adhesion of final coat(s). The surface to be painted shall be solvent cleaned by SSPC SP1 to remove any grease, dirt, etc. If structures which require painting have been near the coast and exposed to salt air, a salt remover such as Chlor-rid may be required before cleaning.
7. If there is a time period in excess of five (5) months from application of a shop or field primer coat to proposed date to apply the first field finished coat, first field finished coat will not be applied. Instead, blast clean primer completely off to obtain the SSPC-SP surface specified for particular application in Painting Systems. Then, reapply primer and finish paint as specified. Cost of removing primer by blast cleaning and reapplying primer will be at no expense to Owner.
8. Terminate shop prime coats on steel six inches from edges that are to be field welded.

##### B. Ferrous Metal Surfaces:

1. Shop or Field Primed for Submerged or Intermittently Submerged in Liquid Service:

- a. Grind smooth to a rounded contour sharp edges and welds, and remove weld splatter.
  - b. Except for insides of pipes, blast clean in accordance with SSPC-SP10 Near-White Finish and to obtain a minimum blast profile of 1.5 mils.
  - c. After blast cleaning, remove dust and spent sand from surface by brushing or vacuum cleaning.
  - d. Apply prime coat before rust bloom forms or within 24-hours, whichever is earlier.
  - e. Do not allow blast cleaned or bare surfaces to stand overnight before coating.
2. Not Shop Primed and Non-Submerged:
- a. Grind smooth to a rounded contour sharp edges and welds, and remove weld splatter.
  - b. Solvent clean in accordance with SSPC-SP 1 so that all surfaces are free of oil and contaminants with a non-petroleum based solvent recommended by the coating manufacturer.
  - c. Pressure wash all areas to be painted with a minimum 3000 psi pressure washer using potable water. Use a cleaner such as Chlor\*Rid or equivalent to remove all dirt, salt, and contamination before proceeding and prevent any salts from being driven into the metal by blasting. Exercise caution around any operating electrical equipment.
  - d. Sweep blast clean in accordance with SSPC- SP 7. On areas that have been removed to bare metal, taper back edges to tightly adhered coating. Protect all rotating equipment and concrete from the abrasive blasting. On interior metal surfaces where abrasive blasting may damage electrical components, rotating equipment, thin gauge conduit, etc., Power Tool Cleaning per SSPC-SP3 or Hand Tool Cleaning per SSPC-SP2 may be used if requested and approved by the Engineer prior to beginning.
  - e. After blast or other cleaning, remove dust and spent sand from surface by brushing or vacuum cleaning.
  - f. Apply prime coat before surface starts to rust or within 24-hours, whichever is earlier.
  - g. Do not allow blast cleaned or bare surfaces to stand overnight before coating.
3. Shop Primed:
- a. Immediately before paint application, clean sand, dust, mud, dirt and other foreign matter from shop coat.
  - b. Touch-up damaged or destroyed shop paint.
  - c. Surface preparation of surfaces to be touched-up must be as effective as those specified for shop painting. A minimum SSPC SP3 should be used. Immersion service will require abrasive blasting.
4. Ferrous metal surfaces previously exposed to sulfides shall be sandblasted, washed, and sandblasted again in accordance with the recommended surface preparation for the particular service in question.
5. Where blast cleaning is done in the field, only "virgin" sand, grit, or abrasive will be used.

6. Inaccessible areas, such as, behind tank rafters or skip-welded lap joints, or in between back-to-back angle iron bracing, shall be coated before assembly to prevent corrosive action from taking place in these in accessible areas. All surface voids shall be sealed-welded and back-to back bracing and tank rafters either coated before assembly or eliminated from the design and construction. Sharp corners and edges shall be ground to a smooth contour and welds prepared as described above.

C. Concrete Surfaces:

1. All concrete surfaces to be coated shall be clean and dry. "Dry" is defined for new concrete as free of moisture and fully cured which is a minimum of 28 days at 75 degrees F and 50 percent Relative Humidity or some equivalent cure time at other conditions (7 days minimum for stucco). Moisture content of concrete shall be checked by taping a one-foot square piece of 20 mil thick minimum plastic film on the surface ("plastic film tape down test" ASTM D 4263). Test film should be placed at various locations that are likely to be slow drying out, such as below grade, low spots in floors, inside corners and lower wall areas. The film should be carefully sealed with tape to prevent the escape of any moisture or vapor that would be trapped behind the film. The film should be left in place over night or longer to allow sufficient time for moisture migration. After 48 hours remove and examine the backside for moisture condensation and inspect the concrete surface for darkened areas. The source of the moisture, if present, shall be located, and the cause corrected prior to coating. All oil, grease, dirt, etc., shall be removed either by steam cleaning with detergent or by scrubbing with a hot trisodium phosphate solution consisting of 2 pounds of trisodium phosphate to each gallon of hot water (160 degrees F). Repeat the cleaning operation until the contamination is removed and flush the area with clean water to remove residual cleaning solution. Allow to dry thoroughly before coating.
2. Old paint and unremoved tar stains shall be solvent cleaned with naphtha, trichloroethylene, or perchloroethylene. Proper safety precautions shall be observed if this step is necessary. The surface shall be flushed with fresh water and dried.
3. Do not use form oils incompatible with coating, concrete curing agents or concrete hardeners on concrete surfaces to be coated.
4. Concrete and/or cinder block walls to receive a coating shall be air-blasted with 100 psi clean, dry, oil-free air to remove dust, etc., and wire brushed to remove all loose and/or weak mortar. See requirements for sumps, tanks and other water-bearing structures below. These surfaces may also be pressure washed with a minimum 3,000 psi.
5. Concrete floors shall be thoroughly swept clean and prepared in accordance with an ICRI CSP profile dependent on the material used. Contact the paint manufacturer for specific surface preparation requirements.
6. The floors or concrete sumps, tanks or other water-bearing structures should be prepared in accordance with the appropriate ICRI CSP standard for the system used (typically ICRI CSP3 or CSP5). Patch voids and cracks that will cause discontinuities in the coating or unsightly appearance using a patching compound compatible with the coating system.

D. Masonry and Precast Concrete:

1. Clean out cracks, loose mortar, chips, indentations and open pores.
  2. Patch with mortar all depressions.
  3. Perform work only on cured, dry and dust free masonry surfaces.
  4. Apply surfacer recommended by paint manufacturer in accordance with manufacturer's procedures.
- E. Wood Surfaces: Wood should be clean and dry. Remove surface deposits of sap or pitch by scraping and wiping clean with rags dampened with mineral spirits or VM & P Naphtha. Seal knots and pitch pockets with shellac reduced with equal parts of shellac thinner (denatured alcohol) before sandpaper finishing with fine grit and remove sanding dust. After the prime coat is dry, fill cracks and holes with putty or spackling compound. When filler is hard, sand flush with the surface using fine grit sandpaper. Sand lightly between coats with fine grit, open-coated sandpaper.
- F. Stainless Steel:
1. Stainless steel will only be coated when so specified.
  2. Stainless steel requires only solvent cleaning prior to coating using any one of the methods in SSPC-SP1. Only solvents and cleaning solutions containing less than 200 ppm of halogens should be used to prevent stress corrosion cracking.
  3. Stainless steel may be shot-blasted to provide a surface profile to increase the mechanical bond of the coating system. The height of the profile and the texture required should be defined for the operator and as a standard for the acceptance of the work. Pictorial standards for the surface cleanliness of carbon steel are not applicable to stainless steel, since there are no corrosion products or mill scale to remove from the surface.
  4. Abrasive blast cleaning procedures outlined by Steel Structures Painting Council for carbon steel may also be used for stainless steel. Only very hard silica sand or other abrasive media should be used for a fast cutting action and to obtain a sharp angular profile.
- G. Gypsum Drywall:
1. Sand joint compound with fine grit, open-coated sandpaper to provide a smooth flat surface. Avoid heavy sanding of the adjacent wall board surfaces, which will raise the nap of the paper covering. Remove dust from the surface by wiping with clean rags or other means. If additional joint finishing is required to provide a smooth surface, the same joint compound or a ready-mixed spackling compound should be used. Putty, patching pencils, caulking or masking tape should not be applied to dry wall surfaces to be painted. Finish level 4 or 5 must be achieved prior to beginning to paint. Level shall be suitable for coating system to be applied.
  2. Lightly scuff-sand tape joints after priming to remove raised paper nap. Take care not to sand through the prime coat and remove dust by wiping with clean rags.
- H. Galvanized Steel, and Non-Ferrous Metal:

1. Galvanized steel and aluminum will only be coated when so specified.
2. Surfaces shall be clean and dry. Remove dust and dirt by blowing off the surface with high pressure air or wiping clean with dry rags. Oil, grease and protective mill coatings should be removed by solvent cleaning in accordance with SSPC-SP1.
3. All galvanized surfaces for non-immersion service should be cleaned with a minimum SSPC SP3 or brush blasted to remove any passivation layer and to provide a surface profile.
4. Other surface preparation as outlined in the coating manufacturer's latest written Application Instructions shall be observed more demanding exposures.

I. Previously-Painted Surfaces (except ferrous metal, non-immersion):

1. Careful examination of the old coating is necessary in order to determine the condition of the coating prior to recommending the degree of surface preparation that will be needed. The old coating should be shaved with a knife to ascertain its present adhesion to the substrate, as well as the flexibility of the film. If the old coating has a tendency to powder or shatter easily under the knife, or disbonds freely from the substrate or underfilms, it would indicate total removal is necessary.
  - a. When up to 10 percent of the total area has failed, spot blasting back to at least one-inch into sound film, feathering of edges and spot priming is required.
  - b. When the coating system has deteriorated to approximately 25 percent of the total area, or if the coating is brittle, eroded or underfilm rusting is present, completely remove original coating system by sandblasting as specified.
2. Tank linings, immersion-service coatings, and some other types of high performance coatings require total removal before recoating. Consult manufacturer's recommendations for which of the other types of high performance coatings require total removal.
3. In instances where the film has been eroded due to weathering or worn thin due to abrasion or impingement with no rusting, the surface contaminants may be removed through water blasting (approximately 3,000 psi or more, over 4 gallons per minute) with emulsifying agents or cleaners, rinsed and dried. Roughening of the surface shall be used to improve the adhesion of subsequent coats. Recoat with the recommended finish coat(s).

J. PVC or Other Plastic Piping or Ductwork:

1. Remove any grease or oily residue on PVC.
2. Lightly sand off sheen and clean. Abrade surface.
3. If recommended by manufacturer, lightly abrade surface with medium grade sandpaper. Remove dust by wiping with clean rags.
4. Remove dust and sand by wiping with a dry cloth. Apply coating before any contamination.

K. Shop Bituminous Coated Pipe:

1. Hand tool clean in accordance with SSPC-SP 2.
2. Wipe or brush clean.
3. Recoat with compatible bituminous coating.

4.4 MATERIALS PREPARATION

A. General:

1. Mix and prepare painting materials in strict accordance with manufacturer's directions.
2. Do not mix coating materials produced by different manufacturers.
3. Store materials not in actual use in tightly covered containers. Maintain containers used in storage, mixing, and application of paint in a clean condition, free of foreign materials and residue.
4. Stir all materials before application to produce a mixture of uniform density, and as required during application of materials. Do not stir any film which may form on surface into material. Remove film and, if necessary, strain material before using.
5. If material has thickened or must be diluted for application, buildup coating to same film thickness achieved with undiluted material. Do not use thinner to extend coverage of paint unless recommended by the manufacturer and listed on their product literature.

B. Tinting:

1. Tint undercoats to match color of finish coat, but provide sufficient difference in shade of undercoats to distinguish each separate coat. Provide code number that identifies material tinted by manufacturer.

4.5 APPLICATION

A. General:

1. Strictly follow paint manufacturer's label instructions for proper application, spreading rate and drying time.
2. Apply paint by brush, roller, air spray, or airless spray in accordance with manufacturer's directions, and recommendations of Paint Application Specifications No.1 in SSPC Vol. 2, where applicable. Use brushes best suited for type of material being applied. Use rollers of carpet, velvet back, or high pile sheep's wool as recommended by paint manufacturer for material and texture required. Do not use rollers having nap exceeding 3/8-inch.
  - a. Apply by brush to newly welded seams.
  - b. Apply prime coats by roller, brush, or spray.

3. Apply paints only when temperature of surfaces to be painted and surrounding air temperatures are between 50 and 95 degrees F, and will remain in this range during curing, unless otherwise permitted by paint manufacturer's printed instructions.
4. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or to damp or wet surfaces.
5. Painting may be continued during inclement weather only if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.
6. Provide adequate illumination and ventilation in areas where painting operations are in progress.
7. Maintain number of coats and minimum paint film thickness per coat required regardless of application method. Do not apply succeeding coats until previous coat has completely dried or the minimum time recommended by manufacturer has elapsed, whichever is longer.
8. Apply additional coats when undercoats, stains, or other conditions show through the final coat of paint, and until paint film is of uniform finish, color and appearance. This requirement is of particular importance regarding intense primary accent colors. Ensure surfaces, including edges, corners, crevices, welds, and exposed fasteners receive a film thickness equivalent to that of flat surfaces.
9. Surfaces not exposed to view do not require color coding and in some cases do not require painting.
10. Paint interior surfaces of ducts (in accordance with materials), where visible through registers or grilles, with a flat, non-specular black paint as specified, before final installation of equipment.
11. Paint backs of access panels, and removable or hinged covers to match exposed surfaces.
12. Finish exterior doors on tops, bottoms, and side edges the same as exterior faces, unless otherwise specified.
13. Do not apply paint over sealants and caulking compounds until integral solvents have been released from compound. Conform to sealant and caulking manufacturer's recommendations.
14. Paint existing structural steel to match new structural steel.
15. Spray painting of sound-absorbing concrete masonry units containing sound insulation material is prohibited. This requirement prevents insulation material from being sprayed, resulting in a consequent loss of sound attenuation effectiveness. Apply paint on sound-absorbing masonry by rolling or brushing.
16. Sprayed Finishes: Spray paint finish doors, frames and windows, where required. Brush or roller finishes will not be acceptable.

17. Install piping markers and safety signs only after painting and finish work is completed.
- B. Minimum Coating Thickness: Apply each material at not less than the manufacturer's recommended spreading rate, and provide total dry film thickness as specified. In no case allow area coverage per gallon to exceed manufacturer's recommendations. Apply extra coat at no additional expense to obtain specified total dry film thickness.
  - C. Scheduling Painting:
    1. Apply first-coat material to surfaces that have been cleaned, pretreated or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
      - a. Apply primers before rust bloom forms but in no case allow cleaned steel to be exposed for more than 24-hours.
    2. Allow sufficient time between successive coatings to permit proper drying. Do not recoat until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and application of another coat of paint does not cause lifting or loss of adhesion of undercoat. In no case apply an additional coat until manufacturer's minimum recommended drying time between coats has elapsed.
  - D. Prime Coats: Recoat primed and sealed walls and ceilings where there is evidence of suction spots or unsealed areas in first coat, to assure a finish coat with no burn-through or other defects caused by insufficient sealing.
  - E. Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularities in texture, skid marks, or other surface imperfections.
  - F. Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage.
  - G. Brush Application:
    1. Brush-out and work all brush coats onto surfaces in an even film. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections are not acceptable. Neatly draw all glass and color break lines.
    2. Brush apply all primer or first coats, unless otherwise permitted to use mechanical applicators.
  - H. Completed Work: Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements as required by the Engineer.
  - I. Placing Into Service: Do not place painted items into service until paints and coatings are fully cured (dry-hard).
  - J. Safety Signs: Apply safety signs at locations directed by Engineer.

#### 4.6 RE-PAINT SURFACE PREPARATION

- A. Assume complete responsibility for quality of repaint work insofar as proper surface preparation will affect finished appearance. Quality of finishes is subject to Engineer's approval or rejection. Recoat work as a result of rejection will be at no expense to Owner.
- B. Prepare previously painted surface where rust, powdering, scaling, peeling or flaking is present by wire brushing, scraping, sanding and blast cleaning to solid material. Sand solid edges smooth. Taper back edges to tightly adhered coating.
- C. Prepare hard, glossy, repaint surfaces for paint adhesion by sandpapering, followed by surface washing and rinsing. When a de-glosser is used, washing and rinsing may be eliminated.
- D. To avoid rust showing from nails' heads in repainted wood surfaces, countersink nails and fill holes, together with all other crevices, with wood filler similar to DAP 33 after priming coat has dried. Lightly sand wood filler to a smooth surface. Coat knots and sappy spots with shellac before painting.
- E. Just prior to application of paint or coatings, re-paint surfaces must be dry, clean and free of loose dirt, dust and grit.
- F. Patch test unknown old coatings for compatibility.

#### 4.7 FIELD QUALITY CONTROL

- A. Engineer reserves right to invoke following material testing procedure at any time, and any number of times during the period of field painting.
  - 1. Engage the service of an independent testing laboratory to sample any paint being used. Samples of materials delivered to Project site will be taken, identified and sealed, and certified in presence of Contractor.
  - 2. Have independent testing laboratory perform appropriate tests for any or all of following characteristics: abrasion resistance, apparent reflectivity, flexibility, washability, absorption, accelerated weathering, dry opacity, accelerated yellowness, recoating, skinning, color retention, alkali resistance, quantitative materials analysis, and compatibility of coatings.
  - 3. If test results show that material being used does not comply with specified requirements, a directive may be made, at no expense to Owner, to stop painting work and remove non-complying paint; pay for testing; repaint surfaces coated with rejected paint; remove rejected paint from previously painted surfaces if, upon repainting with specified paint, the two (2) coatings are non-compatible.
- B. Testing Equipment:
  - 1. Provide calibrated magnetic type dry film thickness gauge to test coating thickness specified in mils, as manufactured by ElektroPhysik U.S.A., Arlington Heights, IL, MikroTest Digital or other Engineer-approved manufacturer.

2. Provide low-voltage wet sponge electrical holiday detector to test completed coating systems, 20 mils dry film thickness or less, except zinc primer, high-build elastomeric coatings, and galvanizing, for pinholes, holidays, and discontinuities, as manufactured by Tinker and Rasor, San Gabriel, CA, Model M-1.
  3. Provide high-voltage spark tester to test completed coating systems in excess of 20 mils dry film thickness. Unit as recommended by coating manufacturer.
- C. Testing:
1. Thickness and Continuity Testing:
    - a. Measure coating thickness specified in mils with a magnetic type, dry film thickness gauge, in accordance with SSPC PA 2. Check each coat for correct millage. Do not make measurement before coat has dried.
    - b. Holiday detect coatings 20 mils thick or less, except zinc primer and galvanizing, with low voltage wet sponge electrical holiday detector in accordance with NACE RP0188.
    - c. Holiday detect coatings in excess of 20 mils dry with high voltage spark tester as recommended by coating manufacturer and in accordance with NACE RP0188.
    - d. After repaired and recoated areas have dried sufficiently, retest each repaired area. Final tests may also be conducted by Engineer.
- D. Inspection: Leave staging and lighting in place until Engineer has inspected surface or coating. Replace staging removed prior to approval by Engineer. Provide additional staging and lighting as requested by Engineer.
- E. Unsatisfactory Application:
1. If an item has an improper finish color or insufficient film thickness, clean surface and topcoat with specified paint material to obtain specified color and coverage. Obtain specific surface preparation information from coating manufacturer.
  2. Evidence of runs, bridges, shiners, laps, or other imperfections is cause for rejection.
  3. Repair defects in accordance with written recommendations of coating manufacturer.
- F. Damaged Coatings, Pinholes, and Holidays:
1. Feather edges and repair in accordance with recommendations of paint manufacturer.
  2. Hand or power sand visible areas of chipped, peeled, or abraded paint, and feather the edges. Follow with primer and finish coat. Depending on extent of repair and appearance, a finish sanding and topcoat may be required.
  3. Apply finish coats, including touchup and damage-repair coats in a manner that will present a uniform texture and color-matched appearance.

#### 4.8 PROTECTION

- A. Protect work of other trades against damage caused by painting and finishing work. Correct damages by cleaning, removing paint splatter, repairing or replacing, and repainting, as acceptable to Engineer.
- B. Provide "Wet Paint" signs as required to protect newly painted finishes. Remove temporary protective wrappings provided after completion of painting operations.
- C. Protect painted surfaces from damage. Touch up and restore damaged or defaced painted surfaces as determined by Engineer.

#### 4.9 CLEANING

- A. The Contractor shall perform the work under this Section while keeping the premises free from accumulation of dust, debris and rubbish and shall remove all scaffolding, paint cloths, paint, and brushes from the building when completed.
- B. Cleaning: All paint brushed, splattered, spilled or splashed on any surface not specified to be painted shall be removed.
- C. The Contractor shall insure that all glass throughout that portion of the facility in which he worked is cleaned of dirt and paint before he leaves the job site. Further, the Contractor shall insure that all glass in this area is thoroughly washed and polished.
- D. Upon completion of the project, the job site shall be left neat and clean.

END OF SECTION 09 80 00

# CITY OF IMPERIAL CITY HALL PROJECT 2015-03

